

From: 146132-57452833@requests.muckrock.com
To: [ContactUs](#)
Subject: Idaho Public Records Act Request: Health and mental healthcare and juvenile justice (Department Of Juvenile Corrections)
Date: Tuesday, May 23, 2023 8:56:29 AM

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Department Of Juvenile Corrections
PRA Office
P.O. Box 83720
Boise, ID 83720-0285

May 23, 2023

To Whom It May Concern,

This is a request for records under your state public records law. I am requesting copies of public records regarding health and behavioural health service delivery in youth correctional facilities in your jurisdiction, to inform a comparative research project regarding health and mental health care delivery in juvenile detention facilities across the US. Specifically, I request information regarding the following:

1. Name and contact details for those responsible for health and behavioural health services provisions at all locations where juveniles are incarcerated within your jurisdiction.
2. Regulations, policies and procedures that govern the operation of health and behavioral health provision for juveniles incarcerated within your jurisdiction. This includes health intake, room confinement, medication management, access to specialist and dental services, discharge planning services, and other health and behavioral health related policies.
3. Contracts from January 1, 2021 to the time the request is filled between your agency and any healthcare provider including both physical health and behavioral health.
4. Records concerning your jurisdiction's most recent application to Centre for Medicaid Services (CMS) for an 1115 Medicaid waiver (if applicable), and any response, with specifically focus on how and whether such a waiver applies to provision of Medicaid funded services for detained juveniles.
5. Records relating to financing for health and behavioural health care delivery in your jurisdiction.

I request the records be provided electronically. If there are any fees for searching or copying these records, please inform me. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public's understanding of the administration of juvenile justice. This information is not being sought for commercial purposes.

If access to the records I am requesting will take longer than allowed by statute, please contact me with information about when I might expect copies of the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Thank you for considering my request.

Sincerely,

Tess Kelly
Fellow, Harvard FXB Centre for Health and Human Rights

Joshua Dankoff
Director of Strategic Initiatives
Citizens for Juvenile Justice
617.338.1050

View request history, upload responsive documents, and report problems here:

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PLEASE NOTE OUR NEW ADDRESS
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MuckRock News
DEPT MR 146132

263 Huntington Ave
Boston, MA 02115

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

Requested information

1. Name and contact details for those responsible for health and behavioural health services provisions at all locations where juveniles are incarcerated within your jurisdiction.

- Youth in IDJC custody receive care from IDJC staff for physical health care in the professions of Registered Nurse and Licensed Practical Nurse. Additionally, we contract with MD/DO/PA and dental services, as necessary.
- Youth in IDJC custody receive care from IDJC staff for behavioral health care in the professions of Clinical Supervisor and Clinician. Additionally, we contract with MD/DO/PA, as necessary.
- For contact information:
 - Step one-go to [Job Title Listing](#) to find the name of the employees in the professions listed above
 - Step two-go to [Idaho State Employee Search](#) to find the employee contact details

2. Regulations, policies and procedures that govern the operation of health and behavioral health provision for juveniles incarcerated within your jurisdiction. This includes health intake, room confinement, medication management, access to specialist and dental services, discharge planning services, and other health and behavioral health related policies.

- Files attached.

3. Contracts from January 1, 2021 to the time the request is filled between your agency and any healthcare provider including both physical health and behavioral health.

- Files attached.

4. Records concerning your jurisdiction's most recent application to Centre for Medicaid Services (CMS) for an 1115 Medicaid waiver (if applicable), and any response, with specifically focus on how and whether such a waiver applies to provision of Medicaid funded services for detained juveniles.

- No records. IDJC does not request nor receive Medicaid for youth in IDJC custody.

5. Records relating to financing for health and behavioural health care delivery in your jurisdiction.

- The IDJC's overall budget includes four appropriated budget Divisions. The Institutions Division budget includes funding for health/medical and behavioral health care delivery for youth in IDJC custody. The budget can be located at [FY2024 Executive Budget Detail](#).

**Idaho Department of
Juvenile Corrections
Institutional
Policy/Procedure**

NUMBER
801

REVISED
12/12/22
EFFECTIVE
08/05/03

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12/12/22
PAGES
4

SUBJECT: ACCESS TO MEDICAL CARE

CATEGORY: MEDICAL SERVICES

Policy

The Idaho Department of Juvenile Corrections (IDJC) is committed to providing all juveniles under the care of the IDJC with timely access to licensed medical staff to meet their medical, dental, and mental health needs. Juveniles are not punished for requesting or discouraged from accessing medical, dental, or mental health care.

Operating Procedures

I. Access to Medical Care

A. Upon intake, juveniles read the Access to Health Care form in the electronic medical record and acknowledge understanding by signing the form. The form is maintained in the electronic medical record.

B. Special Health Needs

Juveniles who have special medical, dental, or psychiatric needs are identified prior to placement or referral to treatment program and information regarding the special needs is included in the referral packet to the receiving program or facility.

1. Licensed medical staff assesses the juvenile's medical condition at the time of admission.
2. Immediate medical needs are addressed by licensed medical staff. Staff is advised of juvenile special needs that may affect housing, work, and program assignments.
3. Staff is provided the minimum necessary medical information required to ensure the safety and security of the juvenile and to ensure ongoing medical care is provided.
4. All information that is shared will be in accordance with established policies and Health Insurance Portability and Accountability Act (HIPAA) guidelines.

C. Juveniles identified as lesbian, gay, bisexual, transgender, intersex, or questioning (LGBTIQ) will receive fair, equal, and non-discriminatory treatment and medical care. Refer to Non-Discrimination of Lesbian, Gay, Bisexual, Transgender, Intersex and Questioning Juveniles (672) policy/procedure.

D. Health Evaluation of Juveniles in Segregation, Isolation, or Room Confinement.

When a juvenile is placed by staff in segregation, isolation, or room confinement, the Facility Health Authority, or their designee, is notified within two hours or by the end of the shift, whichever occurs first. Juveniles in this status are evaluated daily by licensed medical staff, or designee, and a record of these checks is documented in the juvenile's electronic medical record and the Special Management/Close Observation Activity Log (DJC-133) form.

II. Contacting Medical Staff or Services

- A. The licensed medical staff is contacted via radio or telephone transmission by staff supervising juveniles.
- B. If necessary, staff notifies licensed medical staff, the duty officer, or Emergency Medical Services (911).
- C. Emergency Situations
 - 1. During any life-threatening emergency, any staff should immediately call 911.
 - 2. For urgent medical needs during clinic hours, direct care staff made aware of a juvenile needing medical attention will contact the medical clinic. Licensed medical staff will document each contact with the juvenile in the electronic medical record.
 - 3. For urgent medical needs after clinic hours, staff made aware of a juvenile needing medical attention notifies Control, facility services or duty officer for a decision regarding how to handle the medical situation.
- D. Non-Emergency Situations
 - 1. Juveniles who have a medical concern that is non-emergent fill out a Juvenile Request for Health Care (DJC-021) form and place it in the appropriate box. Licensed medical staff, or designee, picks up the DJC-021 forms daily. Licensed medical staff contacts the juvenile regarding the problem within 24 hours.
 - 2. The response or action taken by the licensed medical staff is documented on the DJC-021 form and the form is stored in the electronic medical record.
 - 3. The DJC-021 request forms are made available to the juveniles in the living unit or cottage.

III. Serious Health Needs

- A. Licensed medical staff treats medical problems using approved nursing guidelines and medical services protocols. Medical care that is out of the scope of practice of IDJC licensed medical staff or for which there is not an approved nursing guideline, is referred to a medical provider appropriate for the juvenile's medical condition.
- B. The contract medical provider evaluates juveniles at the medical clinic or advises regarding transferring them to the appropriate community medical provider for

care. All encounters and findings are documented in the electronic medical record.

- C. Juveniles with chronic medical problems or who are on medication are followed on a regular basis by the contract medical provider according to appropriate time intervals, as identified by the medical provider.

IV. Health Care Appointments

Off-site health care appointments are scheduled by the licensed medical staff, or designee, and recorded in the electronic medical record. Transportation for these appointments is arranged or coordinated by the licensed medical staff, or designee, and all results of medical visits are documented in the electronic medical record.

V. Dental Care

Dental needs are addressed on a routine and emergency basis. Juveniles are seen by the contracted dental provider for evaluation and treatment. These encounters are documented in the electronic medical record. Refer to Basic Dental Care (828) policy/procedure.

VI. Mental Health Care

Each state facility has access to on-site clinicians and contract mental health providers who can aid in the evaluation, medication management, and counseling of juveniles. Mental health needs are monitored by the contract mental health providers at each facility on an as needed basis. All contract mental health provider encounters are documented in the electronic medical record by the mental health provider or the licensed medical staff.

VII. Juveniles Placed at Contract and Reintegration Providers

- A. Juveniles placed at a detention center or contract or reintegration provider will have the same access to medical, mental health, and dental care as a juvenile placed in an IDJC facility.
- B. The health care needs of juveniles placed at a detention center or contract or reintegration provider will be addressed pursuant to IDAPA Rules. The Regional RN Nurse Manager, or designee, will make notes in the electronic medical record when notified of all specified medical issues as per the IDAPA Rules.

VIII. Disclosure of Juvenile's Health Status

Disclosure of a juvenile's health status will be made following the IDJC's minimum necessary information-sharing guideline and in accordance with state and federal law including HIPAA. Refer to Health information/Privacy (843) policy/procedure.

IX. Releases and Transfers

- A. Prior to a juvenile completing program or transfer to another program, the Health Reintegration form in electronic medical record is completed by licensed medical staff. Identified health problems, medical appointments, or medication issues are discussed with the juvenile and family and a copy of the Health Reintegration form

is given to juvenile/family to ensure the appropriate appointments are made so that health services and medication can be continued at the next placement or in the community.

- B. A copy of the most recent physical exam, hearing test, vision screening, dental records, optical prescription (if applicable), and immunization records are sent with the juvenile when released from custody or when transferred to another placement.
- C. The original Health Reintegration form becomes part of the juvenile's electronic medical record. This information can be shared on a need-to-know basis in accordance with the Disclosure of Juvenile Health Information (840) policy/procedure.

**Idaho Department of
Juvenile Corrections**

Policy/Procedure

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802	08/10/20	08/10/20
<u>FORMERLY</u>	<u>EFFECTIVE</u>	<u>PAGES</u>
	08/05/03	2

SUBJECT: COORDINATION OF HEALTH CARE

CATEGORY: MEDICAL SERVICES

Policy

The purpose of this policy is to ensure juveniles have adequate access to health care, the Idaho Department of Juvenile Corrections (IDJC) will designate a Facility Health Authority (FHA) for each region within the IDJC to include the regional facility. The FHA will be responsible for health care services coordination pursuant to written agreement, contract, or job description.

It is therefore the policy of the IDJC that the Registered Nurse Manager at each IDJC facility is designated as the FHA for their region.

Operating Procedures

I. Health Care Coordination Within the IDJC Facilities

Administrative

- A. Health care services are discussed on an as needed basis between the FHA, Superintendent, and treatment team members. Collaborations, decisions, and medical treatment plans are documented in the Electronic Medical Record (EMR). Pharmacy statistical data is made available upon request of members of the IDJC Leadership Team.
- B. Administrative Meetings are held at least quarterly. Minutes or summaries are made and retained for reference and copies are made available and reviewed by all appropriate personnel.
- C. Health staff meetings occur at least monthly to address pertinent health care issues. Minutes or summaries are made and retained for reference and copies are made available and reviewed by all health staff.
- D. Statistical reports of health services are made at least monthly. They are provided to the Superintendent and others as appropriate and are used to monitor trends in the delivery of health care.
- E. Health staff members do not write juvenile disciplinary reports.

Facility Health Authority

- A. The FHA approves the staffing plan. A sufficient number of health staff of varying types provides juveniles with adequate and timely evaluation and treatment consistent with the national standards of care.
- B. The adequacy and effectiveness of the staffing plan are assessed by the facility's ability to meet the health needs of the juvenile population.
- C. The FHA ensures the medical clinic meets compliance of IDAPA rules and follows clinical guidelines and national standards of care as agreed and set forth by contracted medical providers.
- D. The FHA oversees the licensed medical staff that works within the IDJC facility. The FHA or designee will be onsite at least weekly. They also monitor the staff scheduling and assure that a sufficient number of health care staff, including contract providers, are available to provide adequate and timely evaluation and treatment. Health care staff are subject to the same security regulations as other facility employees.
- E. The FHA is the IDJC privacy officer of juvenile Protected Health Information (PHI). They maintain confidentiality of juvenile medical records in accordance with federal and state laws including Health Insurance Portability and Accountability Act (HIPAA).

Communication on Patients Health Needs

Communication occurs between the facility administration and treating health care professionals regarding juveniles' significant health needs that must be considered in classification decisions in order to preserve the health and safety of that juvenile, other juveniles, and staff.

1. Rehabilitation staff are advised of juveniles' special health needs that may affect housing, work, and program assignments; disciplinary measures; and admissions to and transfers from institutions.
2. Licensed medical staff and rehabilitation staff communicate about juveniles with special needs conditions that may include but is not limited to the following: chronically ill, on dialysis, communicable disease that require special housing or isolations, physically disabled, pregnant, frail, terminally ill mental ill, suicidal, developmentally disabled, vulnerable to manipulation, requiring protection from physical or sexual abuse, hearing or vision impaired, requiring medical devices or appliances, and requiring medical supplies.

Housing

- A. The IDJC ensures that juveniles are housed, work, study, recreate, and receive health care in a clean, safe, and healthy environment.

- B. The facility will have adequate first aid kits and medical emergency packs used for juvenile outings. The contents of the first aid kits and packs will be inspected by the medical department.
- C. In the event it is determined that a hazardous environment exists, the FHA, in collaboration with the Superintendent or designee, may restrict access and determine further action.

Continuity of Care

All aspects of care are coordinated and monitored from commit to release.

- A. Medical provider treatments are based on the best available evidence-based guidelines and are implemented in a timely manner.
 - B. Deviations from standards of practice are clinically justified, documented, and shared with the juvenile.
 - C. Diagnostic tests are reviewed by the provider in a timely manner.
 - D. Treatment plans are modified as clinically indicated by diagnostic tests and treatment results.
 - E. Treatment plans including test results are shared and discussed with the juveniles.
 - F. When juveniles are referred for outside care, an off-site consultation form will accompany them with written information about the juvenile and the specific medical issue to be addressed.
 - G. Juveniles are seen by licensed medical staff upon return from a hospitalization, urgent care, or emergency department visit to ensure proper implementation of discharge orders and to arrange appropriate follow-up.
 - H. Recommendations from specialist consultations are reviewed and acted upon by the provider in a timely manner. If changes in treatment are clinically indicated, justification for the alternative treatment plan is documented and shared with the juvenile.
 - I. Chart reviews of the EMR are done twice a year to ensure that appropriate care is ordered and implemented and coordinated by all health staff, including medical, dental, mental health, and nursing.
- II. Juvenile Medical Care While in a Contract Provider Facility Placement

The FHA will assist in the coordination and oversight of medical care while juveniles are placed in contract provider facilities within their designated area.

- A. The FHA will assist the IDJC Quality Improvement Team with the health portion of IDAPA rule reviews for contract facilities.

- B. The FHA will maintain a copy of medical records sent from contract facilities in the EMR.
- C. The FHA will authorize non-routine medical/dental care for juveniles at contract placements. Requests are submitted for review utilizing the Contract Provider Off-Site Medical Services Request (DJC-225) form.

III. Decision Making for Medical Care

- A. Medical and mental health judgments rest with a designated contract medical provider licensed in the state of Idaho pursuant to a written contract. The contracted medical provider may include medical doctors (MD), dentists (DDS/DMD), optometrists (OD), licensed nurse practitioners (NP), and/or certified physician assistants (PA-C). The PA-C must work under the direction of an MD.
- B. Health decisions and their implementation are completed in an effective and safe manner. Medical decisions and actions regarding health care services provided to juveniles are the sole responsibility of qualified health care professionals. All medical providers are subject to the same security regulations as IDJC employees and health care is not compromised for security reasons.
- C. Contract medical and mental health providers and other community health professionals are ultimately responsible for the health care of juveniles committed to the IDJC. The final clinical judgments for medical and mental health rests with the contract physicians. Rehabilitation staff support the implementation of clinical decisions.

**Idaho Department of
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<u>FORMERLY</u>	<u>EFFECTIVE</u> 12/03/01	<u>PAGES</u> 1

SUBJECT: HEALTH ASSESSMENT AND MEDICAL CLEARANCE

CATEGORY: MEDICAL SERVICES

Policy

It is the policy of the Idaho Department of Juvenile Corrections (IDJC) that all juveniles admitted to the IDJC are screened and assessed by licensed medical staff to determine the juvenile's health status. All health information is recorded in the electronic medical record and treated as confidential in accordance with state and federal law including the Health Insurance Portability and Accountability Act (HIPAA).

Operating Procedures

- A. IDJC facility staff notifies licensed medical staff when a juvenile is admitted to the IDJC for initial intake to Observation & Assessment (O&A) or when a juvenile is transferred to or from another IDJC facility.
- B. Licensed medical staff collects the juvenile's pertinent health history, diagnostic labs, current medical assessment, and mental health status information. Determination of a juvenile's health status and action taken is made by the contract medical provider and licensed medical staff.
- C. A juvenile's health status must not pose a health risk to those in close contact to the juvenile. If a juvenile is determined to have a health condition or risk that affects others, that juvenile remains medically isolated as appropriate until deemed cleared by the contract medical provider and/or licensed medical staff. Once medically cleared, the juvenile returns to the facility's general population.
- D. Any health information collected that has an impact on educational performance and learning is documented on the Confidential Student Medical Information form, located in the electronic health record, and sent to the designated IDJC facility education staff.
- E. All confidential health information is recorded in the electronic health record in accordance with HIPAA.

**Idaho Department of
Juvenile Corrections
Institutional
Policy/Procedure**

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826	04/03/20	04/03/20
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	12/03/01	3

SUBJECT: HOSPITAL AND SPECIALIZED AMBULATORY CARE

CATEGORY: MEDICAL SERVICES

Policy

The Idaho Department of Juvenile Corrections (IDJC) utilizes the services of local hospitals for inpatient hospital care as well as outpatient procedures and emergency care of juveniles in its custody. Hospitalization and specialty care are available to juveniles in need of these services. Juveniles have appropriate and timely access to hospital and specialist care when necessary.

Operating Procedures

All juveniles needing infirmary level care will be sent to an local emergency room or hospital for care. This includes daily monitoring including but not limited to medication monitoring and/or therapy, assistance with activities of daily living that at a skilled nursing level.

- I. Hospital Admission and Specialty Care
 - A. Licensed medical staff, or designee, arranges and contacts the hospital for all juveniles with scheduled or emergent medical admissions. Paperwork is sent with the juvenile indicating:
 1. Who is financially responsible
 2. If the juvenile has insurance
 3. Information about the juvenile and the specific problem to be addressed. Consent to treat forms are included as needed: Parental Release of Information and Consent (DJC-183) form or Release of Information and Consent, 18 Years of Age or Older (DJC-185) form.
 - B. Off-site facilities or health professionals provide a summary of the treatment given and any follow-up instructions; this information accompanies the juvenile on return to the facility. This information is kept in the electronic medical record (emr).
 - C. For on-site specialty services used regularly for medical and mental health care, there are appropriate licenses and certifications.

- D. If a juvenile requires hospitalization for mental health illness, appropriate placement is made through coordination by the regional Clinical Supervisor, facility health authority (FHA), contract mental health provider, Juvenile Services Coordinator (JSC), and the Safety and Security Supervisor. In-patient hospital care and decisions relating thereto are determined by the hospital medical or mental health physician and direct care team in conjunction with the IDJC FHA, or designee.
- E. When a juvenile is admitted to the hospital, the licensed medical staff/ Rehabilitation Specialist, or designee, attempts to contact the juvenile's parents or guardians as soon as possible to inform them of the juvenile's hospitalization. Parents or guardians are notified of the IDJC's policies regarding hospital visitation and phone calls.
- F. Health information is shared on a need to know basis in accordance with Disclosure of Juvenile Health Information (840) policy/procedure and applicable state and federal laws including the Health Insurance Portability and Accountability Act (HIPAA).

II. Hospital Supervision and Visitation/Communication

- A. To ensure the safety and security of the juvenile and hospital staff, approved designated IDJC facility staff is required to stay with the juvenile during the entire medical hospitalization or scheduled procedure. The requirement of mandatory IDJC staff presence does not apply to the psychiatric hospitalization of juveniles in accordance to HIPAA.
- B. During a medical hospitalization the juvenile's approved parent or guardian is allowed in the juvenile's hospital room during regular hospital visiting hours. A maximum of two approved parent/guardian visitors are allowed in the hospital room at any one time.
- C. In life threatening situations, additional visitors and/or time may be allowed at the discretion of the IDJC Superintendent, or designee. Visitors are not allowed to spend the night in the juvenile's room unless a life threatening situation exists and permission is specifically given by the Superintendent, or designee, and the supervising manager over the designated facility staff.
- D. IDJC facility staff has the authority to limit hospital visitation including, but not limited to, cutting short or terminating visitation during regular hospital visitation hours and having visitor(s) removed from the juvenile's room at any time.
- E. The IDJC is not responsible for any charges incurred by visitors, including but not limited to, meals, cots/beds, phone calls, drinks, medical care, etc.
- F. The designated IDJC facility staff ensures that the juvenile's use of the telephone is allowed as outlined below and in accordance with

Correspondence and Communication: Telephone, Mail, and Visitation (674) policy/procedure.

1. Juveniles are allowed to call only persons listed on their approved contacts list as approved by the supervising IDJC staff.
2. Phone calls are monitored by the supervising IDJC staff.

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Institutional
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PAGES
2

SUBJECT: BASIC DENTAL CARE

CATEGORY: MEDICAL SERVICES

Policy

It is the policy of the Idaho Department of Juvenile Corrections (IDJC) that basic dental care is provided to each juvenile under the direction and supervision of a dentist licensed in the state of Idaho. Basic dental care is timely and includes access for urgent and painful conditions.

The IDJC does not provide cosmetic or elective dental enhancements.

Extenuating oral care needs are reviewed on a case-by-case basis as in conjunction with nurse manager, licensed dental provider. The superintendent is consulted when necessary.

Operating Procedures

I. Services Provided

Basic dental care consists of the following:

- A. Oral screening is completed within seven days of admission.
 - 1. The screening is performed by the contract medical provider or designee at the time of the intake physical exam.
 - 2. The results from the screening are noted in the electronic medical record.
- B. Juveniles are provided dental hygiene instruction on admission, and dental health education by licensed medical staff, as needed.
- C. Dental examinations are performed by a licensed dentist.

If there is severe dental pain or a dental emergency, juveniles receive immediate attention.
- D. Dental treatment, not limited to extractions, is provided according to a treatment plan based on a system of established priorities for care when, in the dentist's judgment, the juvenile's health would otherwise be adversely affected.

1. Radiographs are appropriately used in the development of the treatment plan.
 2. Based on dental exam findings, each juvenile is assigned treatment priorities by the dentist.

 3. Extractions are performed in a manner consistent with community standards of care and adhering to the American Dental Association's clinical guidelines.
 4. Consultation through referral to oral health care specialists is available as needed.
- E. Access to preventative benefits of cleanings and fluorides in a form considered appropriate for the needs of the individual, as determined by the dentist.
- F. Fluoride toothpaste is made available for all juveniles.

II. Medical Record

All information obtained through the dental assessment and treatment becomes part of the juvenile's electronic medical record. This information can be shared on a need-to-know basis in accordance with IDJC policies and procedures and applicable state and federal laws, including Health Insurance Portability and Accountability Act (HIPAA).

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Juvenile Corrections
Institutional
Policy/Procedure**

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PAGES

4

SUBJECT: REFERRAL FOR CLINICAL SERVICES

CATEGORY: CLINICAL SERVICES

Policy

Clinical services are those specialized interventions, strategies, and tools provided or directed by a licensed clinician in conjunction with the basic structures of the treatment program. Clinical services are to be blended into the total treatment program; Clinicians are members of the treatment team.

External clinical services are those services that are necessary but are outside the capacity of the treating contract provider or Idaho Department of Juvenile Corrections (IDJC) regional facility to provide. They include, but are not limited to, additional assessments, evaluations, individual services, and/or off-site or contracted observation and assessment (O&A) evaluations.

It is therefore the policy of the IDJC that:

1. Clinical services are utilized and made available to juveniles based upon identified need and upon availability of resources.
2. Clinical services not covered within a residential treatment provider's current contract require written approval by the Clinical Supervisor before any arrangements are made or agreed upon.
3. All paperwork must be completed and approved before external clinical services may be implemented with the service provider.

Operating Procedures

- I. Referral for Internal Clinical Services
 - A. Referrals for clinical services may be initiated by an IDJC or community treatment team member, or by the juvenile, except when clinical services are assigned as a part of program and a referral is not necessary. In all cases, referrals must be routed through the respective treatment team, Unit Manager, or other designated authority (i.e., duty officer for crisis situations).
 - B. Clinical referrals for juveniles assigned to treatment groups are routed through the treatment team or the Rehabilitation Specialist. This includes referrals for

juveniles in special management, intake, or observation and assessment status.

- C. All referrals for clinical services are submitted on the Referral for Clinical Services (DJC-159) form by the Rehabilitation Specialist or the assigned Clinician. This request may also be initiated by the juvenile directly to the community treatment team. The completed form includes as much relevant detail about the situation requiring referral as might be necessary for consideration of the matter by the treatment team.
- D. For any referrals to a Clinician, it is important that confidentiality be maintained.
- E. Review and Assignment
 - 1. The Clinician assigned to handle referrals for clinical services completes an immediate review of the referral information to determine if the situation may be handled at the weekly clinical services meeting or if the situation requires immediate attention.
 - 2. If immediate attention is required, the Clinician reviewing the referral contacts other available members of the clinical team to determine an appropriate course of action. The Superintendent is notified in these cases.
 - 3. The clinical team considers other referrals at their weekly meeting and the Clinical Supervisor assigns a Clinician to take appropriate action. The assigned Clinician contacts the referring party regarding the clinical team's recommended course of action.
 - 4. The facility OS2 files the DJC-159 form in the juvenile's case management file.
 - 5. All counseling sessions are to be documented on the IDJC Clinical Services Counseling Note (IJOS) within 24 hours of the delivery of service and saved in the juvenile's case management file.

II. Referral for External Clinical Services

- A. External clinical services may be requested by the Rehabilitation Specialist, Juvenile Services Coordinator, clinical team, or the community treatment team.
 - 1. Once the treatment team identifies a need for external clinical services, the Rehabilitation Specialist or JSC completes a Referral for External Clinical Services (DJC-191) form.
 - 2. The Rehabilitation Specialist, Clinician, or JSC submits the DJC-191 form to the designated Clinical Supervisor for consideration.
 - i. Request initiated by Rehabilitation Specialist or Clinician for internal program related purposes: Clinical Supervisor who oversees the IDJC facility treatment program or unit.

- ii. Request initiated by JSC for reintegration purposes: Sending region Clinical Supervisor (This is typically the JSC's supervisor.).
- iii. For Region 2 juveniles placed at JCC–Nampa, copy the DJC-191 to both Region 2 Clinical Supervisors.

B. Approval or Disapproval of Referral

1. Once a referral is received, the respective Clinical Supervisor reviews the DJC-191 form and determines if there is a need for additional external clinical services.
2. If approved, the Clinical Supervisor reviews and signs the DJC-191 form. The Clinical Supervisor sends an e-mail and a copy of the approved DJC-191 form to Fiscal Services at AccountsPayable@idjc.idaho.gov, the JSC or Rehabilitation Specialist, whichever applies (case manager), and the OS2.
3. The OS2 files the approved DJC-191 form in the juvenile's case management file.
4. Fiscal forwards all approved DJC-191 forms to the Juvenile Placement Manager to verify that a contract is in place for the service requested.
5. If a service is requested and approved by a Clinical Supervisor and there is not an approved IDJC vendor contract in place, the Juvenile Placement Manager and Clinical Supervisor work with the Purchasing Agent to develop a contract, when required.
6. Once contract approval is received, the Clinical Supervisor, in collaboration with the Rehabilitation Specialist or JSC, is responsible for making arrangements for the additional services with the approved contract/service provider, included sending the approved DJC-191 form.
7. The Clinical Supervisor, or their designee, verifies that services were received, and, if applicable, forwards the invoice to AccountsPayable@idjc.idaho.gov in order for Fiscal Services to generate payment to the provider.
8. After payment has been generated, Fiscal Services enters services information into IJOS.

C. Disposition of Contracted Evaluations

Upon receipt, evaluations such as psychosexual, psychological, and neurological evaluations completed by contractors through an external clinical services request are delivered to the approving Clinical Supervisor who signed the DJC-191 form. Refer to Control and Maintenance of Case Management Files (663) policy/procedure for additional information.

III. Referrals for Psychotropic Medication and Medication Monitoring

- A. All referrals for the initiation of psychotropic medication are routed to the clinical team for review.
- B. It is important that direct-care staff, Instructor Specialists, Rehabilitation Specialists, Clinicians, and licensed medical staff communicate clearly and regularly about the observed effects of the medications on the targeted behavior. This level of communication assures that the attending physician(s) has the best available information upon which to base juvenile medication management plans.

IV. Referrals for Non-Residential Community Reintegration Services

- A. Non-residential community reintegration services are designed to assist juveniles in their transition from residential treatment and IDJC custody to the community. The majority of services are provided by the contractor to juveniles and their families within the community setting, with some initial services designed to support transition from residential treatment.
- B. Juveniles only receive services from non-residential community reintegration service providers who have been approved by Quality Improvement Services.
- C. The JSC ensures that each referral contains a Non-Residential Community Reintegration Service Level Agreement (SLA) (DJC-265 IJOS) identifying the specific services to be provided and the goals that the contractor is expected to help the juvenile accomplish.
- D. The service provider accesses the Community Reintegration Services Juvenile Contact Log (DJC-280) and Community Reintegration Services Monthly Summary/Progress Report (DJC-281) forms on the IDJC's public website and is responsible for completing them.
- E. The JSC monitors the DJC-280 and DJC-281 forms to ensure that services are being delivered as requested.

**Idaho Department of
Juvenile Corrections
Institutional
Policy/Procedure**

NUMBER

604

REVISED

04/12/2021

REVIEWED

04/12/2021

EFFECTIVE

12/03/01

PAGES

10

SUBJECT: SPECIAL MANAGEMENT INTERVENTIONS

**CATEGORY: CLINICAL OPERATIONS/
JUVENILE SAFETY**

Policy

It is the policy of the Idaho Department of Juvenile Corrections (IDJC) that use of an intervention which results in room confinement, isolation, or segregation from their current treatment program is to be used solely as an adjunct to the treatment process when a juvenile's behavior seriously endangers the safety and security of others or the facility. There will be documentation that all other lesser restrictive means to control behaviors and maintain safety and security have been exhausted. Use of juvenile room confinement, isolation, or segregation for behavioral management as a means of arbitrary imposition of punishment will not be tolerated.

Operating Procedures

If a juvenile is placed in room confinement, isolation or segregated from their treatment program for behavioral management, the goals of juvenile accountability are:

1. To provide the juvenile and the treatment program the best opportunity for safe and expeditious resolution of the negative behavior, and;
 2. To return the juvenile to regular programming as soon as the juvenile demonstrates the ability and willingness to respond to treatment program expectations.
- I. Room Confinement
- A. Room confinement is defined as any instance when a juvenile is confined for cause (staff-imposed) for 15 minutes or more in a room or cell in which the juvenile usually sleeps. Room confinement may occur in locked or unlocked rooms but cannot occur in large dormitories. Room confinement does not include time when a juvenile asks to go to their room or juveniles confined due to medical reasons. Any instance of room confinement of 15 minutes or more is a reportable Performance-based Standards (PbS) incident and needs to be documented in an Idaho Juvenile Offender System (IJOS) incident report.
 - B. The duration of confinement varies depending on the nature of the behavior and circumstances, but will not exceed one hour without the approval of the Unit Manager or designee.

- C. During room confinement staff completes wellbeing checks and documents those checks as per regional protocol; however, checks will not exceed 15 minute intervals.
- D. When room confinement of a juvenile reaches two hours, additional notifications are made by the Unit Manager or designee.
 - 1. The Superintendent, or designee, Clinical Supervisor, or designee, Program Manager (if applicable), or designee, and the duty officer (DO) are contacted by the Unit Manager. A determination is made after reviewing the current situations and steps developed toward assisting the juvenile to resume program activities.
 - 2. The determination may be to continue the room confinement with interventions. Supervising staff document all notifications and attempts being made by staff for the juvenile to resume program activities in the IJOS incident report.
 - 3. If the room confinement is continued, supervising staff continue to make wellbeing checks and document those checks per regional protocols. The juvenile's progress toward completing the re-entry or behavioral management plan is reviewed as the juvenile's behavior necessitates continued room confinement.
 - 4. Notifications are made to the Superintendent, or designee; Clinical Supervisor, or designee; Program Manager (if applicable), and DO once the juvenile is removed from room confinement for those juveniles who require approval beyond two hours.

II. Isolation

- A. Isolation is defined as any instance when a juvenile is confined alone for cause for 15 minutes or more in a room other than the room or cell in which he usually sleeps. Locations can occur in locked or unlocked rooms but cannot occur in large dormitories. Any instance of isolation of 15 minutes or more is a reportable PbS incident and needs to be documented in an IJOS incident report.
- B. Prior authorization is received from the Superintendent, or designee, or DO for the use of isolation.

III. Segregation

- A. Segregation is defined as a designated dormitory for placing juveniles for cause or disciplinary purposes based on facility policy or practice. This includes Special Management Units, Special Program Dorms, Lock Down Units, and Isolation Dorms. This practice usually occurs in facilities without individual single rooms for juveniles and/or where policy dictates that juveniles be transferred in order not to affect, disrupt, or interfere with the

programming needs of other residents. For the purposes of PbS data collection, juveniles placed in segregation dorms or units for cause or disciplinary purposes are reportable PbS incident events during data collection months.

- B. Prior authorization is received from the Superintendent, or designee, or Duty Officer for the use of segregation.
- C. Follow local operating procedures for appropriate hearings for Special Management Interventions when a juvenile's behavior or continued behavior necessitates a temporary transfer to another group/unit or special management.

IV. Due Process Hearings

- A. Any juvenile placed in room confinement or isolation for cause is provided a due process hearing within 24 hours of placement.

- 1. If the juvenile remains in any type of room confinement or isolation for a period of time exceeding 24 hours, additional due process hearings are provided.

Hearings may be conducted as frequently as necessary but no period of room confinement or isolation will exceed a 24 hour period without an additional hearing.

- 2. Failure to provide adequate due process hearings is a violation of the Civil Rights of Institutionalized Persons Act (CRIPA) and potentially a juvenile's constitutional rights.

- B. Due process hearings for juveniles in any form of room confinement or isolation must consist of the following:

- 1. The juvenile is informed of the reason they are in room confinement or isolation, and
 - 2. The juvenile must have a meaningful opportunity to be heard (or explain their case) by the staff member who imposed the room confinement or isolation or another unit staff AND an uninvolved neutral staff member.

- i. The neutral staff member may be any direct care staff.
 - ii. If there is a disagreement between the unit staff member and the neutral staff member to continue the use of isolation or room confinement, the Superintendent, or designee, is notified to determine whether the juvenile shall be removed from room confinement or isolation.

- C. A due process hearing does not require the formalities of Classification Board or Behavioral Assessment Board Hearings; however, either satisfies due process requirements for any given 24 hour period.
- D. Due process hearings are documented using the Due Process Hearing Documentation Form (DJC-267) and are uploaded to the juvenile's case management file.

V. Basic Rights

During room confinement or isolation the juvenile's basic rights are maintained and the following criteria are followed (unless it presents a safety and security risk, such as increased risk to a juvenile on suicide precautions and/or the juvenile's behavior warrants a restriction):

- A. A juveniles' room has adequate lighting (natural and artificial), heating, and ventilation to allow temperatures appropriate for the season.
- B. Access to shower and toilet facilities.
- C. Bed with bedding, including sheets, blankets, and pillow with linen changes on the same schedule as the living unit.
- D. The juvenile:
 - 1. Is clothed in appropriate program clothing from their living unit unless other clothing is specially justified.
 - 2. Has access to reading and writing materials as requested and as available at the facility.
 - 3. Has access to grievance and other methods of communicating concerns. Grievance forms are available at the juvenile's request.
 - 4. Has the right to have daily recreation/exercise of at least one hour outside the individual room. A juvenile with medical or physical limitations as documented by the medical staff has appropriate recreation/exercise activities developed according to needs.
 - 5. Has the right to daily visits by licensed medical staff to express medical complaints and concerns. These visits are documented on the Special Management Close/Observation Activity Log (DJC-133) or through the use of the Guard Tour System.
 - 6. Has the right to mail as provided to other juveniles on the living unit.
 - 7. Has the right to legal counsel.

8. Has the right to have hygiene materials and to shower on a daily basis. Hygiene materials include toothbrush, toothpaste, comb, and soap as well as feminine hygiene material, if needed.
9. Has the right to the same quality and quantity of food offered to all juveniles on the living unit/facility.
10. Has the right to education and materials during scheduled school hours. Per Individual Disabilities Education Act (IDEA), the education manager, or designee, is notified of the juvenile's room confinement. If confinement exceeds ten school days, a Manifest Determination meeting is required to determine if the juvenile's behaviors are due to a disability.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This Agreement (“Agreement”) is made this day of 4/1/21, (the date fully executed) and will extend through 3/31/22. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St. Boise, ID 82720, (the Client), and **Psychiatric Associates Services, PLLC**, (the “Independent Contractor”), (1775 W. State St.).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, **Psychiatric services**.

2. *Independent Contractor’s performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client’s reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an “independent contractor” as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor’s status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$250.00 per hour for M.D. and DO services, \$160.00 per hour for P.A. or N.P. services, for all work performed over the term of the Agreement including time spent on e-mails and telephone consultation. The Department will provide medical supplies, a work area, and equipment for the Client. Send invoice to: Juvenile Correction Center, 1650 11th Ave. N., Nampa, ID 83687, Attn. Medical Clinic. Invoices must be remitted within 45 days after delivery of service. Late invoices may be subject to non-payment due to loss of legislative funding.

5. *Prior approval for Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any costs, obligations or expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the Client prior to the cost, obligation or expense being incurred.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses for copying, mailing or shipping.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee of the Client or the State of Idaho with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional malpractice insurance with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees as well as any costs and fees on appeal, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement. This includes but is not limited to any act or omission by providing professional or legal advice to Client or the recipients of Independent Contractor's services.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this

Agreement. Either party may terminate the Agreement at any time without cause, by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

14. *Notices.* Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

15. *No authority to bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client or the State of Idaho. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client or the State of Idaho and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails,

Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

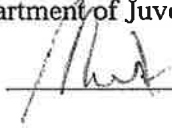
24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Client or the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Idaho Department of Juvenile Corrections


Signature: 

Monty Prow

Title: Director

Date: 3-3-21

Independent Contractor

Signature: 

(Print) WILLIAM J. SHORT

Title: OWNER

Date: 03/02/2021

Contractor Address and phone.

Psychiatric Associates Services, PLLC
William Short
1775 W. State St. #383
Boise, ID 83702
Phone: 208-906-1554
Fax: 208-906-1140
E mail: psychassocservices@gmail.com

For questions regarding this Agreement, Contact:

Don Elliott, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 334-5120
PCA # 36604
GRANT#
PROJECT#

APPENDIX A

Description of Services

SERVICES.

Duties. PAS will provide psychiatric evaluations, medication management, medication administration, ordering and review of labs and treatment consultation to patients served by Client. Such services will be provided by licensed psychiatrists, nurse practitioners, or physician assistants who are either employees or contractors of PAS ("Practitioners"). Practitioners will be available at reasonable times for consultations with individual treatment team members of Client. Client understands and agrees that PAS has sole authority over the acceptance or refusal of any person or entity to which services may be rendered.

Schedule. Services will be provided on a schedule mutually agreed to by PAS and Client. PAS will provide reasonable advance notice to Client of scheduled Practitioner absences.

Reports. PAS shall prepare, or cause to be prepared, written reports for all services rendered under this Agreement. Such reports shall be completed and submitted into Client's medical record system promptly after the rendering of such services. All reports created by PAS or its Practitioners with regard to the services rendered under this Agreement shall be the property of Client; provided, however, PAS and any Practitioner have the right to access such reports during normal business hours and inspect, copy and keep copies of such reports.

Performance Standards. PAS agrees that at all times during the term of this Agreement each Practitioner providing psychiatric health care services under this Agreement shall (a) be licensed as appropriate to their credential and (b) hold current DEA licensure to prescribe medications.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made this day of 3/3/21, and will extend through 3/2/22. This agreement is between the Idaho Department of Juvenile Corrections, 400 N. 10th, Boise, ID 82720, (the Client), and Community Health Clinics, Inc./ DBA Terry Reilly Health Services-SANE Solutions, (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Therapy Services.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor: Psych-sexual evaluation \$1000.00 per evaluation (SANE Solutions office, Boise only. Other locations may vary and be approved in writing by IDJC), intakes, \$102.00 per hour, individual/family counseling, \$90.00 per hour and group counseling \$36.00 per hour. The Client will also pay for polygraph services at a rate of \$204.00 each, and medication management at a rate of \$289.00 for the initial appointment and \$138.00 for medication review. Completed testing results must be submitted to the Department within 45 days after initial assessment. Travel time shall not be included as billable time. The Department will not reimburse for expenses pursuant to this

agreement. See attached proposal. Send invoice to: Idaho Department of Juvenile Corrections, P.O. Box 83720, Boise, ID 83720-0285, Attn. Accounts Payable.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost or obligation.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by legal professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of insurance must be provided to the Client before services may be rendered. Failure to provide proof of coverage may void this agreement.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Term.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress

shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: 

Monty Prow

Title: Director

Date: 3-31-2021

Independent Contractor

Signature: 

(Print) Heidi Harv

Title: CEO

Date: 3-11-21

Contractor Address and phone.

SANE Solutions
Melissa Mezo
300 S. 23rd
Boise, ID 83702
Phone: 345-1170
Fax: 345-3502
E mail: mmezo@trhs.org

For questions regarding this Agreement, Contact:

Don Elliott, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 334-5120
PCA # 32710, 32720 or 32730
GRANT#
PROJECT#



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This Agreement ("Agreement") is made this day of 4/29/22, (the date fully executed) and will extend through 4/28/23. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St. Boise, ID 82720, (the Client), and **Psychiatric Associates Services, PLLC**, (the "Independent Contractor"), (1775 W. State St.).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Psychiatric services.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$250.00 per hour for M.D. and DO services, \$165.00 per hour for P.A. or N.P. services, for all work performed over the term of the Agreement including time spent on e-mails and telephone consultation. Additionally, Client shall pay \$100 per visit for MD, DO or P.A./N.P. care to cover travel expenses. Client will provide medical supplies, a work area, and equipment for the Client. Send invoice to: Juvenile Correction Center, 1650 11th Ave. N., Nampa, ID 83687, Attn. Medical

Clinic. Invoices must be remitted within 45 days after delivery of service. Late invoices may be subject to non-payment due to loss of legislative funding.

5. *Prior approval for Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any costs, obligations or expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the Client prior to the cost, obligation or expense being incurred.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses for copying, mailing or shipping.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee of the Client or the State of Idaho with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional malpractice insurance with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees as well as any costs and fees on appeal, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement. This includes but is not limited to any act or omission by providing professional or legal advice to Client or the recipients of Independent Contractor's services.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of worker's

compensation insurance to the Client prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this Agreement. Either party may terminate the Agreement at any time without cause, by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

14. *Notices.* Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

15. *No authority to bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client or the State of Idaho. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client or the State of Idaho and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Client or the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Idaho Department of Juvenile Corrections


Signature: 

Monty Prow

Title: Director

Date: 4-29-22

Independent Contractor

Signature: 

(Print) WILLIAM J. SHORT

Title: OWNER

Date: 04/28/2022

Contractor Address and phone.

Psychiatric Associates Services, PLLC
William Short
1775 W. State St. #383
Boise, ID 83702
Phone: 208-912-4416
Fax: 208-549-5832
E mail: wshortpac@PsychAssocServices.com

For questions regarding this Agreement, Contact:

Jason Urquhart, CPPO, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 577-5426
Fax (208) 334-5120
PCA # 36604
GRANT#
PROJECT#

APPENDIX A

Description of Services

SERVICES.

Duties. PAS will provide psychiatric evaluations, medication management, medication administration, ordering and review of labs and treatment consultation to patients served by Client. Such services will be provided by licensed psychiatrists, nurse practitioners, or physician assistants who are either employees or contractors of PAS ("Practitioners"). Practitioners will be available at reasonable times for consultations with individual treatment team members of Client. Client understands and agrees that PAS has sole authority over the acceptance or refusal of any person or entity to which services may be rendered.

Schedule. Services will be provided on a schedule mutually agreed to by PAS and Client. PAS will provide reasonable advance notice to Client of scheduled Practitioner absences.

Reports. PAS shall prepare, or cause to be prepared, written reports for all services rendered under this Agreement. Such reports shall be completed and submitted into Client's medical record system promptly after the rendering of such services. All reports created by PAS or its Practitioners with regard to the services rendered under this Agreement shall be the property of Client; provided, however, PAS and any Practitioner have the right to access such reports during normal business hours and inspect, copy and keep copies of such reports.

Performance Standards. PAS agrees that at all times during the term of this Agreement each Practitioner providing psychiatric health care services under this Agreement shall (a) be licensed as appropriate to their credential and (b) hold current DEA licensure to prescribe medications.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made this day of 9/23/2022, and will extend through 9/22/23. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and **Jamie Gudmunson**, 577 N 2800 E, Saint Anthony, ID 83445 (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Medical services at the Juvenile Correction Center in Saint Anthony (JCC-SA, 2220 E. 600 N., St. Anthony, ID 83445). See attached description of services.
2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.
3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses, that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$3,500.00 per month for medical services. This includes being on call for telephone consultations, reading EKGs for psychiatric standing orders, and employee Post Physicals. This rate shall include travel, on site services and telephone consultation. Send invoices to: JCC-SA, 2220 E. 600 N., St. Anthony, ID 83445, Attn: Shalaine Kress.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, medical malpractice insurance and comprehensive general liability insurance, both in the minimum amount of \$1,000,000 per occurrence. Additionally, the Independent Contractor must maintain professional errors and omissions insurance, if appropriate. All insurers must be insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of insurance must be provided to the Client before services may be rendered. Failure to provide proof of coverage may void this Agreement.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

13. *Term and Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.


24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: 

Monty Prow

Title: Director

Date: 9-16-2012

Independent Contractor

Signature: 

(Print) Jamie Gudmunson

Title: FNP

Date: 9/14/22

Independent Contractor Address and phone:

Jamie Gudmunson

577 N 2800 E

Saint Anthony, ID 83445

Phone: 208-360-084

E-mail: jamiagudmunson@hotmail.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB

Purchasing Agent

P.O. Box 83720

Boise, ID 83720-0285

(208) 334-5100 Ext. 433

Fax (208) 334-5120

PCA # 36600

GRANT#

APPENDIX A – DESCRIPTION OF SERVICES TO BE PROVIDED

A. General Responsibilities

1. Nurse practitioner shall oversee the delivery of medical services for the facility in St. Anthony and will be responsible for advising on issues relating to the medical care of juveniles in Client custody.
2. The Psychiatrist under contract with the Client will be the lead physician regarding psychotropic medication and psychiatric services. The Independent Contractor will provide a Mid-level provider to work with the psychiatrist on medical treatment. The Independent Contractor will bill for time spent with psychiatric issues. The nurse practitioner and Mid-level provider will work as a team on the psychiatric treatment plan, with the Psychiatrist as the lead member.
3. Nurse practitioner and Mid-level provider, shall be the sole provider of defined medical services, except for emergency and select elective services otherwise described; and all services provided shall be within the terms of the Agreement.
4. Independent Contractor is to serve as medical consultant for the Juvenile Correction Center in St. Anthony, and to assist the medical staff in following proper medical policies and procedures.
5. When the Independent Contractor, or the Independent Contractor's Mid-level provider, is not available it is his or her responsibility to notify the medical staff of what substitutions have been made for medical coverage during the absence.
6. The nurse practitioner shall provide the services of a Mid-level provider for weekly visits to the facility in St. Anthony. The nurse practitioner will oversee medical services on site in St. Anthony for about two hours, once per month. The nurse practitioner shall physically visit the facility on a quarterly basis.

B. Routine Services

A Mid-level provider, in collaboration with a nurse practitioner, will visit JCC St Anthony about one time per week, totaling about 12 to 15 hours per month. The Mid-level provider, under the supervision of the nurse practitioner will complete routine admission or re-admission physicals, initial dental screenings, medication reviews, yearly physical exams, minor surgical procedures, and address other medical concerns for juveniles on a mutually agreed schedule, along with the following responsibilities:

1. Review nursing treatment protocols of juveniles and policies, and provide oversight for the delivery of medical services provided by medical staff at the facility in St. Anthony.

2. Monitor a health-screening program for each juvenile, including pregnancy, communicable disease, and adequacy of prior medical and diagnostic evaluation, identification of additional data needed to appropriately complete the medical and diagnostic history, and other tests and referrals as necessary.
3. Monitoring of non-dire emergency medical services through the physician's office.
4. Establish and annually approve clinical protocols consistent with national clinical practice guidelines and ensure that a medical treatment plans are developed for each juvenile including, directions for facility staff regarding medical care for juveniles requiring medical care. These clinical protocols for the management of chronic disease including, but are not limited to:
 - a. Asthma;
 - b. Diabetes;
 - c. HIV;
 - d. Hypertension;
 - e. Seizure disorder;
 - f. Sickle cell disease; and,
 - g. Tuberculosis disease or infection
5. Attend to routine illnesses or injuries and provide necessary followup services as required during the Independent Contractor's normal working hours. (The nurse practitioner or Mid-level provider will not be alone with a juvenile of either sex at any time.)
6. Be at the facility in St. Anthony as scheduled for consultation and medical services; medical services must be scheduled with the St. Anthony staff at least a week in advance.
7. Provide phone and personal consultation with the registered nurse supervisor and nursing staff as required.
8. Assist in the monitoring of the medical records system, which all medical providers providing services to JCC St. Anthony shall use.
9. Enroll in the Vaccines For Children (VFC) program with the Idaho Department of Health and Welfare.

C. Emergency room services

The JCC St. Anthony medical staff shall call the Independent Contractor during normal business hours for emergent needs. Juveniles will be transported to the emergency room when the Independent Contractor is unavailable.

D. Surgery

Surgical procedures performed by the Independent Contractor shall be limited to procedures for which he is trained and customarily performs. Other surgical sub-specialists as deemed appropriate by the Independent Contractor shall perform other procedures.

Example of surgical procedures include but are not limited to toenail and foreign body removal.

It shall be the duty of the Independent Contractor, when requested by parents or legal guardian of the juvenile, to provide information regarding elective surgery.

E. Pharmaceutical Services

Medical prescriptions must be monitored or provided by the Independent Contractor. The Psychiatrist on contract by the Department will prescribe psychotropic medications, or direct the nurse practitioner or Mid-level provider on psychiatric treatment.

F. Laboratory Services

Efficient laboratory services must be provided or monitored by the Independent Contractor. The Independent Contractor will be the laboratory director on the CUA waiver.

The Independent Contractor must read all EKG's ordered by the contract psychiatric provider.

G. Training

Independent Contractor must provide direction in the choice of reference material and in-service topics to medical staff.

Training opportunities could be provided in conjunction with the Independent Contractor's staff education and training.

H. Insurance requirements

The Independent Contractor must carry medical malpractice with a minimum limit of \$1,000,000 for the entire term of the Agreement.

The Independent Contractor must carry worker's compensation in at least minimum statutory requirements for the entire term of the Agreement.

I. License requirements

All medical licenses required to practice the requirements listed in this Appendix A must be current for the nurse practitioner and Mid-level provider.

ATTACHMENT

IDAPA Rules Attached

(If not attached, provisions of IDAPA Rules are included by reference thereto with copy having been provided earlier.) Link to website:

www.djc.state.id.us
Act & Rules

Law & Rules

Idaho Juvenile Corrections



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement (“Agreement”) is made this day of 9/8/2022, and will extend through 9/7/23. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Dr. Kelly Palmer, 3010 Shelly Pl., Pocatello, ID 83201 (the “Independent Contractor”).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Psychiatric and P.A. services.

2. *Independent Contractor’s performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client’s reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an “independent contractor” as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor’s status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses, that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$200.00 per hour for psychiatric services, and for all work performed over the term of the Agreement. The Independent Contractor shall provide and supervise the activities of, and review the charts of a P.A. according to state medical board standards. The P.A. must be approved by both the Independent Contractor and the Client. The Client will pay the Independent Contractor one and one half (1.5) hours of travel time per on site visit and one (1) hour per week for on call services. Client shall pay the Independent Contractor \$110.00 per hour for P.A. services, for all work performed over the term of the Agreement. The Independent Contractor may invoice for approved P.A. travel time at \$100.00 per hour. The Client will provide a computer for the Independent Contractor to use when on site. The Client will not reimburse for any other expenses pursuant to this Agreement. Send invoices to: Juvenile Correction Center – Saint Anthony, 2220 E. 600 N., St. Anthony, ID 83445, Attn: Shalaine Kress.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, medical malpractice insurance and comprehensive general liability insurance, both in the minimum amount of \$1,000,000 per occurrence. Additionally, the Independent Contractor must maintain professional errors and omissions insurance, if appropriate. All insurers must be insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of insurance must be provided

to the Client before services may be rendered. Failure to provide proof of coverage may void this Agreement.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

13. *Term and Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: [Signature]

Monty Prow

Title: Director 9-6-22

Date: _____

Independent Contractor

Signature: [Signature]

(Print) Kelly Palmer D

Title: Psychiatrist

Date: 6 Sept 22

Independent Contractor Address and phone:

Dr. Kelly Palmer
3010 Shelly Pl.
Pocatello, ID 83201
Phone: 208-313-4274
Facsimile: 208-237-0818
E-mail:

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 334-5120
PCA # 36600
GRANT#

APPENDIX A

Description of P.A. Services

Activity

EVALUATION: Developing a detailed, accurate psychiatric and medical history. Performing appropriate physical examination. Delineating problems. Recording data, and consulting as necessary with supervising physician or alternate.

MONITORING: Developing and implementing juvenile management plans and recording progress.

DIAGNOSTICS: Ordering, performing, and interpreting laboratory, radiological, cardiographic and other routine diagnostic procedures.

THERAPEUTICS: Initiating, monitoring and altering as necessary. Medication management and treatment of psychiatric, and related disorders. Explaining indications, side effects, risks and benefits of medication as well as alternative treatments.

COUSELING: Instructing and counseling juveniles regarding compliance with prescribed therapeutic regimens. Discuss normal growth and psychiatric development. Take care of phone calls from pharmacies regarding the medical treatment.

REFERRAL: Facilitating the referral of juveniles to community health and social service agencies when appropriate.

Direction and Control

Dr. Kelley Palmer D.O. will act as supervising physician, and will perform all chart reviews at each visit. The supervising physician will be on site once per month. The supervising physician will be available by pager or phone at all times while the P.A. is working, unless other supervision arrangements have been made.

Prescription Authority

The P.A. will have the authority to prescribe any and all medications as needed.

The P.A. will have prescriptive authority for all schedule two controlled substances.

Emergency Procedures

The supervising physician will be available (personally, by phone or pager) at all times the P.A. is working at the Juvenile Correction Center, unless arrangements have been made for alternate supervision. In emergencies where the supervising physician is not available, the P.A. will seek consultation from another qualified physician and then inform the supervising physician of the situation as soon as possible.

Addressing Situations Outside the Scope of Practice

For psychiatric situations beyond the scope of the P.A.'s training or expertise, the P.A. will contact the supervising physician or alternate for a recommendation of treatment. If the supervising physician is not immediately available, the P.A. will perform appropriate emergency treatment to stabilize the patient and contact help as soon as possible. If necessary the P.A. will discuss a treatment plan with the supervising physician and recommend a referral to a qualified practice.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made this day of 9/8/2022, and will extend through 9/7/23. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Sawtooth Correctional Medicine, 3165 S. Donnington Pl., Eagle, ID 83616 (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Physician's Assistant services at the Juvenile Correction Center in Nampa (JCC-N, 1650 11th Ave. N., Nampa, ID 83687). Additionally, such work includes EKG reading and reporting for the Juvenile Correction Center in Saint Anthony (JCC-SA, 2220 E. 600 N., St. Anthony, ID 83445). See Appendix A.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local

laws regarding business permits and licenses, including professional licenses, that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$489.25 per week for all work performed over the term of the Agreement including time spend on emails and telephone consultation, excluding vocational rehabilitation evaluations and initial dental screenings for juveniles. The Client shall pay an additional cost of \$51.50 for each vocational rehabilitation evaluation or initial dental screening and \$206.00 per hour for psychological services provided with a two (2) hour minimum for psychological services. The Client will provide medical supplies, a work area and equipment for services provided on-site at JCC-N. Send invoices to: JCC-N, 1650 11th Ave. N., Nampa, ID 83687, Attn: Jennifer Pinon. Invoices must be submitted within forty-five days after delivery of services. Late invoices may be subject to non-payment due to loss of legislative funding.

Juvenile Correction Center in Saint Anthony (JCC-SA) shall pay the Independent Contractor \$50.00 for each EKG that the Independent Contractor reads and for which it provides a report in the electronic medical record. Send invoices for reading EKGs for JCC-SA to: Juvenile Correction Center, 2220 E. 600 N., St. Anthony, ID 83445, attn: JCC-SA Medical Clinic. For EKG reading services for JCC-SA, send invoices to JCC-SA, 2220 E. 600 N., St. Anthony, ID 83445, Attn: Shalaine Kress.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, auto coverage and professional malpractice insurance with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of insurance must be provided to the Client before services may be rendered. Failure to provide proof of coverage may void this Agreement.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

13. *Term and Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

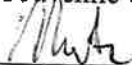
17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.
19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.
20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.
21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.
23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.
24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.
25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual

property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections


Signature: 

Monty Prow

Title: Director

Date: 9-2-2022

Independent Contractor

Signature: 

(Print) Eric Wells

Title: President

Date: 8/29/22

Independent Contractor Address and phone:

Sawtooth Correctional Medicine

Eric Wells

3165 S. Donnington Pl.

Eagle, ID 83616

Phone: 208-286-5659

Facsimile: 844-439-2605

E-mail: eric@sawtoothcorrectionalmed.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB

Purchasing Agent

P.O. Box 83720

Boise, ID 83720-0285

(208) 334-5100 Ext. 433

Fax (208) 334-5120

PCA # 36604

GRANT#

APPENDIX A

Description of Services

Activity

EVALUATION: Developing a detailed, accurate psychiatric and medical history. Performing appropriate physical examination. Delineating problems. Recording data, and consulting as necessary with supervising physician or alternate.

MONITORING: Developing and implementing juvenile management plans and recording progress.

DIAGNOSTICS: Ordering, performing, and interpreting laboratory, radiological, cardiographic and other routine diagnostic procedures.

THERAPEUTICS: Initiating, monitoring and altering as necessary. Medication management and treatment of psychiatric, and related disorders. Explaining indications, side effects, risks and benefits of medication as well as alternative treatments.

COUSLING: Instructing and counseling juveniles regarding compliance with prescribed therapeutic regimens. Discuss normal growth and psychological development. Take care of phone calls from pharmacies regarding the medical treatment.

REFERRAL: Facilitating the referral of juveniles to community health and social service agencies when appropriate.

Direction and Control

The supervising physician will perform all chart reviews at each visit. The supervising physician will be available by pager or phone at all times while the P.A. is working, unless other supervision arrangements have been made.

Prescription Authority

The P.A. will have the authority to prescribe any and all medications as needed.

The P.A. will have prescriptive authority for all schedule two controlled substances.

Emergency Procedures

The supervising physician will be available (personally, by phone or pager) at all times the P.A. is working at the Juvenile Correction Center, unless arrangements have been made for alternate supervision. In emergencies where the supervising physician is not available, the P.A. will seek consultation from another qualified physician and then inform the supervising physician of the situation as soon as possible.

Addressing Situations Outside the Scope of Practice

For psychiatric situations beyond the scope of the P.A.'s training or expertise, the P.A. will contact the supervising physician or alternate for a recommendation of treatment. If the supervising physician is not immediately available, the P.A. will perform appropriate emergency treatment to stabilize the patient and contact help as soon as possible. If necessary the P.A. will discuss a treatment plan with the supervising physician and recommend a referral to a qualified practice.

Services to be Provided to JCC-SA

The Independent Contractor shall provide EKG reading services to JCC-SA, and shall document a report of the EKG in the electronic medical record and notify to the Nursing Supervisor at JCC-SA of any abnormal readings. JCC-SA estimates the number of readings needed per year to be twenty (20) per year.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made this day of 9/2/2022, and will extend through 9/1/23. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Psychiatric Consulting Services, P.L.L.C., P.O. Box 19423, Spokane, WA 99219 (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Psychiatric services. The required Psychiatric services include, but are not limited to:

- Reviewing medical records;
- Reviewing of treatment plans (for chronic conditions such as ADHD) when requested by nursing;
- Reviewing, changing, ordering of medications;
- Clinical interviews with juveniles via teleconference twice monthly;
- Minimum of once yearly onsite visit with juveniles;
- Emails & faxes (emails pertaining to juveniles, information that is provided to the Independent Contractor for upcoming juvenile interviews [psych clinics]; occasionally, emails and faxes the Independent Contractor emailing or faxing provider notes to the

Juvenile Correction Center - Lewiston if its medical records system isn't working; the Nurse Manager emailing the Independent Contractor with treatment plan questions and medical questions and concerns; the Independent Contractor receives lab reports via fax to sign and returns them to Juvenile Correction Center - Lewiston and some medical records that are from other facilities are faxed to the Independent Contractor for review and signatures); and,

- Signing orders.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses, that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$250.00 per hour for the medical management services delivered to Juvenile Correction Center - Lewiston via webcam, infrequent site visits, and for all work performed over the term of the Agreement. The Independent Contractor will have access to the electronic medical records system (CorEMR) to review medical charts, manage medications, and periodically review medical records with the Registered Nurse Manager according to best practice and state medical board standards. If the Independent Contractor travels to Juvenile Correction Center - Lewiston, the Client will reimburse the Independent Contractor for meal allowance up to \$49.00 per day according to the state reimbursement schedule and \$75.00 per hour for travel time, and 57.5 cents per mile, for travel expenses. The Department will not reimburse for any other expenses pursuant to this agreement. Send invoice to: Juvenile Corrections Center Lewiston, 140 Southport Ave, Lewiston Idaho, ATTN Registered Nurse Manager.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding

of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional errors and omissions insurance if appropriate, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

13. *Term and Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether

expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: Monty Prow

Monty Prow

Title: Director

Date: 9-27-2022

Independent Contractor

Signature: Michael J. Reznicek M.D.

(Print) Michael J. Reznicek M.D.

Title: Psychiatrist

Date: 9-23-22

Independent Contractor Address and phone:

Psychiatric Consulting Services, P.L.L.C.

Dr. Michael Reznicek M.D.

P.O. Box 19423

Spokane, WA 99219

Phone: (509) 385.3786

E-mail: michael.reznicek@gmail.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB

Purchasing Agent

P.O. Box 83720

Boise, ID 83720-0285

(208) 334-5100 Ext. 433

Fax (208) 334-5120

PCA # 39400

GRANT#



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made this day of 10/26/2022, and will extend through 10/25/23. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Dr. Elizabeth Black, M.D., 1271 Highland Ave., Suite B, Clarkston, WA 99403 (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Medical services at the Juvenile Correction Center in Lewiston (JCC-L, 140 Southport Ave., Lewiston, ID 83501). See attached description of services.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses, that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* The Client shall pay the Independent Contractor or designee \$1,500.00 per month for all work performed under the Agreement. Travel and other expenses shall not be included as billable time. Send invoices to: JCC-L, 140 Southport Ave., Lewiston, ID 83501, Attn: Malinda Massey, RN Manager, Facility Health Authority. The Independent Contractor's designee to whom payments will be remitted is Blue Mountain Family Health, 1271 Highland Ave., Suite B, Clarkston, WA 99402.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, medical malpractice insurance, comprehensive general liability insurance, both in the minimum amount of \$1,000,000 per occurrence, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this Agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, the Independent Contractor will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

13. *Term and Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement at any time by giving thirty (30) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to Bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall

be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

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26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: Monty Prow

Monty Prow

Title: Director

Date: 10-21-22

Independent Contractor

Signature: Elizabeth L. Black

(Print) Elizabeth L. Black

Title: MD

Date: 10/20/22

Independent Contractor Address and phone:

Dr. Elizabeth Black, M.D.
1271 Highland Ave., Suite B
Clarkston, WA 99403
Phone: 509-751-5500
Facsimile: 509-751-1059
E-mail: kevinjblack@gmail.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 334-5120
PCA # 39600
GRANT#

APPENDIX A – DESCRIPTION OF SERVICES TO BE PROVIDED

A. General Responsibilities for the Medical Contract Physician:

1. Shall oversee the delivery and monitoring of medical services and care of juveniles for the 36 bed, all male JCCL facility, as well as any female or male juveniles staging at the Nez Perce County Region II Juvenile Detention Center for Observation & Assessment (O&A). JCCL Safety Security Officers will transport these individuals to JCCL for on-site physical assessment and screenings.
2. Shall provide medical services during weekly visits to the facility in Lewiston. The Medical Contract Physician will oversee medical services on site in Lewiston for 1 - 2 hours, once per week. IDJC Licensed Medical Staff will notify the Medical Contract Physician at least 24 - 48 hours before the standard weekly appointment if the Medical Contract Physician's services are not needed that week.
3. Will consult with the Mental Health Contractor regarding medical treatment. The Psychiatrist, under contract with the Department, will be the physician in charge of psychotropic medication and psychiatric services. The Medical Contract Physician will assist with the Mental Health Contractor in developing the psychiatric treatment plan, with the Psychiatrist as the lead member, if psychiatric services are required by the juveniles.
4. Shall be the sole provider of defined medical services, except for emergency and select elective services otherwise described and all services provided shall be within the terms of the contract.
5. Is to serve as the medical consultant for JCCL and to assist the Licensed Medical Staff in following proper medical policies, procedures and best standards of practice.
6. Will comply with all background checks and fingerprinting as per IDJC policies and procedures.
7. Comply with all IDJC PREA policies and procedures: the Medical Contract Physician will not be alone with a juvenile of either sex at any time.

B. Routine Services

The Medical Contract Physician will complete routine admission, re-admission, and O&A physicals, 30 day medication reviews, yearly physical exams, minor surgical procedures, and address other medical concerns for juveniles on a mutually agreed upon schedule, along with the following responsibilities:

1. Ensure that a medical treatment plan is developed for each juvenile including, directions for institutional staff regarding medical care for juveniles requiring close monitoring of their medical needs.
2. Shall review assigned treatment protocols of each juvenile quarterly, with the assistance of the Facility Health Authority.

3. Will develop a "Medical Standing Order" list with the Facility Health Authority and review annually.
4. Attend to routine illnesses/injuries and provide necessary follow-up services as required during the Medical Contract Physician's normal working hours.
5. Monitor a health-screening program for each juvenile, including communicable disease, adequacy of prior medical and diagnostic evaluation, identification of additional data needed to appropriately complete the medical and diagnostic history, and other tests and referrals as necessary.
6. Monitor non-dire emergency medical services through the physician's office via telephone, cell phone and fax.
7. Will provide phone Will provide phone, personal consultation and medical oversight to the Licensed Medical Staff for the delivery of medical services to the juveniles at JCCL.
8. Personal consultation and medical oversight to the Licensed Medical Staff for the delivery of medical services to the juveniles at JCCL. Will have onsite/offsite access to the electronic medical records system, CorEMR, in collaboration with the IDJC IT Department.

C. Emergency Room Services

The JCC Lewiston Licensed Medical Staff shall call the Medical Contract Physician during normal business hours for emergency room services. An emergency room or urgent care physician will be utilized when the contracted physician is unavailable.

D. Surgery

1. Surgical procedures performed by the Medical Contract Physician shall be limited to procedures for which she is trained and customarily performs. Other surgical sub-specialists as deemed appropriate by the Independent Contractor shall perform other procedures.
2. When requested by parents or legal guardian of a juvenile, it shall be the duty of the Medical Contract Physician to provide information regarding any elective surgery.

E. Pharmaceutical Services

1. Medical Contract Physician will keep all necessary pharmaceutical licenses up to date as set forth by the Idaho State Board of Pharmacy. Independent Contractor will provide all copies of licenses to the JCCL Facility Health Authority.
2. Medical prescriptions will be monitored or provided by the Medical Contract Physician as set forth by policies and procedures of the Idaho State Board of Pharmacy.
3. In emergent situations, the Medical Contract Physician may review and initiate, through a medical written order, the use of narcotic pain medication on a case by case basis only. Otherwise, JCCL follows the medical best practice guideline of not utilizing the use of narcotic

pain medications, as many of the juveniles committed to the IDJC have a diagnostic history of poly-substance abuse.

4. All psychiatric medication shall be prescribed by the Mental Health Contract Physician unless the Medical Contract Physician is instructed to do so by the Mental Health Contract Physician.

F. Laboratory Services

1. Medical Contract Physician will order and monitor onsite laboratory services provided by the Pathologist Regional Laboratory located at SJRMC.

G. Training

1. Medical Contract Physician will receive and be responsible for reading the JCCL Milestone Handbook upon hire and annually.

2. Upon hire and annually, the Medical Contract Physician will attend and participate in all JCCL facility PREA trainings as set forth by the IDJC policies and procedures.

3. Medical Contract Physician will provide education and training opportunities through a monthly Licensed Medical Staff in-service meeting. The choice of reference material and in-service topics will be determined by the Medical Contract Physician and the Facility Health Authority.

H. Insurance Requirements

1. Commercial general liability minimum of \$1,000,000

2. Medical malpractice minimum of \$1,000,000

3. All copies of insurances must be given to the Purchasing Agent and Facility Health Authority prior to performing contracted duties.

4. Worker's comp minimum statutory requirements.

I. License Requirements

1. All medical licenses required to practice the specifications listed above must be current for the physician through the Idaho State Board of Medicine and the Idaho State Board of Pharmacy.

2. Copies of all licenses must be given to the Purchasing Agent and Facility Health Authority prior to performing contracted duties.

ATTACHMENT

IDAPA Rules Attached

(If not attached, provisions of IDAPA Rules are included by reference thereto with copy having been provided earlier.) Link to website:

www.djc.state.id.us
Act & Rules

Law & Rules

Idaho Juvenile Corrections



STATE OF IDAHO

CONTRACT AMENDMENT

CONTRACT #: 163-23

CONTRACT AMENDMENT #: 163-23A

This Contract Amendment is entered into by the State of Idaho, **Department of Juvenile Corrections**, hereinafter referred to as the **DEPARTMENT**, and Correct Rx Pharmacy Services, Inc., hereinafter referred to as the **CONTRACTOR**.

CHANGED SERVICES/PROVISIONS/DELIVERABLES: The DEPARTMENT and the CONTRACTOR agree as follows:

1. The first paragraph of the contract is changed to read as follows:

"This agreement ("Agreement") is made as of January 1, 2023 (the date fully executed) and will extend through January 31, 2023, or until a Participating Addendum (or like instrument) under the MMCAP master contract for Prescription Filling and Pharmacy Services has been awarded to Correct Rx Pharmacy Services, Inc. by the Idaho Division of Purchasing whichever is sooner; however, this Agreement may be renewed in one (1) month or less increments via mutual, written amendments to this Agreement. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Correct Rx Pharmacy Services, Inc., 1352 Charwood Road, Suite C, Hanover, MD 21076 (the "Independent Contractor").

This Agreement is renewed for the period of February 1, 2023 through February 28, 2023."

2. Section 4, Terms of payment, is changed to read as follows:

"4. *Terms of payment.* The Client shall pay the Independent Contractor per **Exhibit B – Schedule of Costs** after services are rendered. The Client estimates, but does not guarantee that the total value of this Agreement shall be \$65,000.00. The value of the Agreement may be more or less depending on the Client's needs. The Client will not reimburse for expenses pursuant to this Agreement. The Independent Contractor may invoice no more frequently than monthly. Send invoices to: For services rendered at the Juvenile Correction Center in Lewiston, Idaho, send invoices to Malinda Massey (malinda.massey@idjc.idaho.gov). For services rendered at the Juvenile Correction Center in Nampa, Idaho, send invoices to Jennifer Pinon (jennifer.pinon@idjc.idaho.gov). For services rendered at the Juvenile Correction Center in Saint Anthony, Idaho, send invoices to Shalaine Kress (shalaine.kress@idjc.idaho.gov)."

3. Exhibit A – Scope of Work is deleted and replaced by the Exhibit A – Scope of Work (REV 1) attached to this amendment.
4. Exhibit B – Schedule of Costs is deleted and replaced by the Exhibit B – Schedule of Costs (REV 1) attached to this amendment.

AMENDMENT ORIGINATOR: Jason Urquhart, 1/19/23

AMENDMENT APPROVED BY: (advised IDJC nursing supervisors on 1/19/23)

CONTRACT AMENDMENT

Page 1

Contract Amendment#: 163-23A to Contract with Correct Rx Pharmacy Services, Inc.

CONTRACT AMENDMENT

THIS AGREEMENT is an amendment of the original contract, Agreement # 163-23, between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

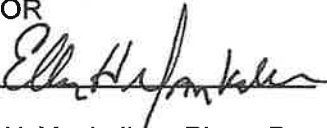
WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 39, Chapter 1, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement.

CONTRACTOR

Signature: 

Name: Ellen H. Yankellow, PharmD

Title: President

Date: 1/24/2023

DEPARTMENT

Signature: 

Name: Monty Prow

Title: Director, IDJC

Date: 1-27-23

Mailing Address:

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C
Hanover, MD 21076
Phone: (443) 557-0049
E-mail: rcampbell@correctrxpharmacy.com

Exhibit A – Scope of Work (REV 1)

Prescription Filling Services: The Independent Contractor shall dispense prescriptions and distribute stock medications written by authorized Client medical staff. The Independent Contractor shall provide professional comprehensive pharmaceutical services for all prescription and non-prescription medications as ordered by all prescribers, as well as clinical management and technology solutions that meet the requirements of the Client's Juvenile Correction Centers. The Independent Contractor shall establish and/or maintain a medication kit for emergency, urgent, and common first-dose needs of the Client's Juvenile Correction Centers.

Facility Inspections: If this Agreement's term, factoring any renewals, is at least three (3) months in duration, the Independent Contractor shall participate in quarterly Pharmacy and Therapeutics Committee meetings. Also, if this Agreement's term, factoring any renewals, is at least three (3) months in duration the Independent Contractor shall also conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Inspections shall be based on NCCHC, ACA, and Joint Commission standards along with the Independent Contractor's experience in the institutional pharmacy industry. The Independent Contractor must abide by all recommendations set forth by these organizations and will aid Client in meeting these standards as well.

Enhanced Clinical Services: This Agreement shall include the following:

I. Summary:

The Independent Contractor will implement customized clinical pharmacy services at each state juvenile correction center (facility) to effectively manage medication use, optimize medication outcomes and prevent adverse medication events.

- A. Quarterly Chart Review
- B. Targeted Pharmaceutical Care Plans

Clinical pharmacists will work collaboratively with prescribers and nursing staff to provide quarterly reviews of each client in the care of IDJC. Additionally, Nurse Managers at each facility may request targeted reviews for patients who are high acuity and have complex medication regimens which require Pharmaceutical Care Plans. This collaborative approach will improve the quality of patient care and will translate into optimized medication use, improved disease management, reduced polypharmacy, reduced unplanned offsite care services and hospital admissions.

II. Responsibilities:

- A. IDJC Nurse Managers will allow the Independent Contractor's Clinical Pharmacists to access the patient's electronic health record system.
- B. Providers or Nurse Managers may request targeted Pharmaceutical Care Plans for patients who are considered to be High-Risk and High Cost under their care. Providers will review the recommendations made by the Clinical Pharmacist in the electronic health record system and document whether they will accept or reject the recommendations. The patient will remain under the care of the primary care practitioner.
- C. The Independent Contractor is responsible for adhering to the procedures and policies related to patient care in the respective facility. The Independent Contractor will provide reviews in the electronic health records system to include identified medication-related problems and recommendations to resolve medication related problems. The Independent Contractor will indicate the review date when we do not identify any medication-related problems. The Independent Contractor will provide optional targeted Pharmaceutical Care Plans when requested. The Pharmaceutical Care Plans will include a thorough evaluation of medication therapy to include: list of active medications, list of inactive historical medications, diagnosis, goals of therapy, treatment assessments, recommended monitoring parameters and required follow-up actions.

III. Procedure

A. All patient medical information will be maintained to comply with the Health Insurance Portability and Accountability Act of 1996.

B. The Independent Contractor will notify facility Nurse Managers when patient chart reviews are performed.

C. The Independent Contractor will document reviews in the facility's electronic health record system.

D. Assessment of medication regimen will be categorized as REGULAR or IRREGULAR. REGULAR assessments are used when the patient's medication regimen is consistent with accepted uses and practice guidelines. IRREGULAR assessments are used when medication-related problems are identified. Medication-related problems may be, but not limited to: wrong dose, wrong schedule, wrong indication, drug interaction, food interactions, allergy interaction, missing treatment monitoring, identification of adverse effect, and polypharmacy.

E. IRREGULAR findings will be documented in the electronic health record system with recommendations to resolve irregularities. Additionally, the Independent Contractor's clinical pharmacist will review IRREGULAR findings with either the prescriber or Nurse Manager.

F. The Nurse Manager or prescriber must accept or reject recommendations by documenting the clinical pharmacists' recommendations in the electronic health record system. A reason must be provided if a recommendation(s) is rejected.

G. In the course of quarterly chart reviews, a more robust evaluation and additional care planning maybe required. In such a case, the facility may request or the clinical pharmacist may recommend a targeted Pharmaceutical Care Plan to address unmet healthcare needs. The request will be approved by the facility Nurse Manager and must include the following information:

1. Name of Care Provider
2. Facility Name
3. Telephone number for the Provider
4. Date of Request
5. Patient's Name
6. Patient's ID Number
7. Patient's Date of Birth
8. All Diagnoses
9. Reason for Request

H. The Nurse Manager will review the request. If approved, the request will be forwarded to the Independent Contractor.

I. Pharmaceutical Care Plan Procedure

1. If a patient review is required, the clinical pharmacist will submit the interview request to the facility Nurse Manager. During the interview, the clinical pharmacist will clearly state the purpose for the pharmacist-patient interaction and identify themselves as a clinical pharmacist.

2. The Clinical Pharmacist will obtain the patient's medical history that will include medical diagnosis, allergies, weight, sex, a pertinent review of systems, drug allergies, medication history, diet restrictions, and other relevant historical data from the patient's medical record or through patient interview. The collected information will be documented in the pharmaceutical care plan.

3. The Clinical pharmacist will review the medication regimen to assess drug related problems to include: dose, scheduling, route, indications, untreated problems, therapeutic duplication, drug interactions, food interactions, disease state interactions, and drug allergy interactions.
 4. Assessments will also identify goals of medication therapies based on standards of practice, side effects which may decrease quality of life or restrict daily activities, whether patient is meeting goals, and patient or medication variables that may affect selection of medication therapy. Patient assessments may also include compliance history, comprehension of goals associated with medication therapy, indication, and awareness of side effects.
 5. The Clinical Pharmacist will review pertinent objective data as necessary to aid in assessments, i.e. vital statistics and laboratory findings. The clinical pharmacist will recommend laboratory studies necessary to aid in assessments. The clinical pharmacist may perform blood pressure measurements and glucose finger sticks during the patient interview.
 6. All medication and therapeutic alternative recommendations will be provided to the primary healthcare provider in the Pharmaceutical Care Plan. Each recommendation will be provided in writing with supporting clinical rationale and medical evidence.
 7. The targeted Pharmaceutical Care Plan will be made available in the patient's medical record. The clinical pharmacist will be available to discuss any Care Plans with the providers and the medical staff.
 8. Follow-up visits will be scheduled according to patient assessments and referral.
 9. The Clinical pharmacist will provide counseling to patients or guardians regarding purpose of medications, compliance, side effects, life styles which affect medication therapy or disease state management.
- J. Provider will review the targeted Pharmaceutical Care Plan. Providers will acknowledge the receipt of the recommendations by signing on the signature line.

IV. Reporting

- A. The Independent Contractor will monitor the following performance metrics:
 1. Total number of patients reviewed each quarter
 2. Type of patients by diagnosis
 3. Type of recommendations
 4. Outcome of the recommendations
 5. Number of recommendations adopted and rejected
- B. Performance metrics will be reported quarterly to the Chief Medical Officer or as requested.

Exhibit B – Schedule of Costs (REV 1)

Pricing: Medications shall be invoiced at Actual Acquisition Cost (AAC) plus a \$4.42 dispensing fee per prescription and stock order. The will be invoiced for the cost of shipping medications to the Juvenile Correction Centers at the Independent Contractor's discounted rate.

Shipping Charges: The Independent Contractor and the Client shall equally share the cost of shipping medications to the Juvenile Correction Centers. The Independent Contractor will invoice the Client at its discounted UPS rates with no additional markup.

Enhanced Clinical Services: Reimbursement shall be as follows:

1. Quarterly Chart Reviews
\$10.00 per chart

2. Targeted Pharmaceutical Care Plans

A. Direct contract - \$250 per Care Plan Development and includes one follow-up and evaluation of Care Plan without charge. Any subsequent request for additional evaluations will be invoiced at \$50 per hour.



STATE OF IDAHO

CONTRACT AMENDMENT

CONTRACT #: 163-23

CONTRACT AMENDMENT #: 163-23B

This Contract Amendment is entered into by the State of Idaho, **Department of Juvenile Corrections**, hereinafter referred to as the **DEPARTMENT**, and Correct Rx Pharmacy Services, Inc., hereinafter referred to as the **CONTRACTOR**.

CHANGED SERVICES/PROVISIONS/DELIVERABLES: The DEPARTMENT and the CONTRACTOR agree as follows:

1. The first paragraph of the contract is changed to read as follows:

"This agreement ("Agreement") is made as of January 1, 2023 (the date fully executed) and will extend through January 31, 2023, or until a Participating Addendum (or like instrument) under the MMCAP master contract for Prescription Filling and Pharmacy Services has been awarded to Correct Rx Pharmacy Services, Inc. by the Idaho Division of Purchasing whichever is sooner; however, this Agreement may be renewed in one (1) month or less increments via mutual, written amendments to this Agreement. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Correct Rx Pharmacy Services, Inc., 1352 Charwood Road, Suite C, Hanover, MD 21076 (the "Independent Contractor").

This Agreement is renewed for the period of February 1, 2023 through February 28, 2023.

This Agreement is renewed for the period of March 1, 2023 through March 31, 2023."

AMENDMENT ORIGINATOR: Jason Urquhart, 2/21/23

AMENDMENT APPROVED BY: (IDJC nursing supervisors approved renewal on 2/16/23)

CONTRACT AMENDMENT

Page 1

Contract Amendment#: 163-23B to Contract with Correct Rx Pharmacy Services, Inc.

CONTRACT AMENDMENT

THIS AGREEMENT is an amendment of the original contract, Agreement # 163-23, and the amended contract, amended by amendment 163-23A, between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 39, Chapter 1, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement.

CONTRACTOR

Signature: Ellen H. Yankellow

Name: Ellen H. Yankellow, PharmD

Title: President and CEO

Date: 2/21/2023

DEPARTMENT

Signature: Monty Prow

Name: Monty Prow

Title: Director, IDJC

Date: 2-21-2023

Mailing Address:

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C
Hanover, MD 21076
Phone: (443) 557-0049
E-mail: rcampbell@correctrxpharmacy.com



STATE OF IDAHO

CONTRACT AMENDMENT

CONTRACT #: 163-23

CONTRACT AMENDMENT #: 163-23C

This Contract Amendment is entered into by the State of Idaho, **Department of Juvenile Corrections**, hereinafter referred to as the **DEPARTMENT**, and Correct Rx Pharmacy Services, Inc., hereinafter referred to as the **CONTRACTOR**.

CHANGED SERVICES/PROVISIONS/DELIVERABLES: The DEPARTMENT and the CONTRACTOR agree as follows:

1. The first paragraph of the contract is changed to read as follows:

"This agreement ("Agreement") is made as of January 1, 2023 (the date fully executed) and will extend through January 31, 2023, or until a Participating Addendum (or like instrument) under the MMCAP master contract for Prescription Filling and Pharmacy Services has been awarded to Correct Rx Pharmacy Services, Inc. by the Idaho Division of Purchasing whichever is sooner; however, this Agreement may be renewed in one (1) month or less increments via mutual, written amendments to this Agreement. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Correct Rx Pharmacy Services, Inc., 1352 Charwood Road, Suite C, Hanover, MD 21076 (the "Independent Contractor").

This Agreement is renewed for the period of February 1, 2023 through February 28, 2023.

This Agreement is renewed for the period of March 1, 2023 through March 31, 2023.

This Agreement is renewed for the period of April 1, 2023 through April 30, 2023."

AMENDMENT ORIGINATOR: Jason Urquhart, 3/16/23

AMENDMENT APPROVED BY: (IDJC nursing supervisors approved renewal on 3/15/23)

CONTRACT AMENDMENT

Page 1

Contract Amendment#: 163-23C to Contract with Correct Rx Pharmacy Services, Inc.

CONTRACT AMENDMENT

THIS AGREEMENT is an amendment of the original contract, Agreement # 163-23, and the amended contract, amended by amendment 163-23A and by amendment 163-23B, between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 39, Chapter 1, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement.

CONTRACTOR

Signature: Ellen H. Yankellow
Name: Ellen H. Yankellow

Title: President and CEO

Date: 03/20/2023

DEPARTMENT

Signature: Monty Prow
Name: Monty Prow

Title: Director, IDJC

Date: 3-20-23

Mailing Address:

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C
Hanover, MD 21076
Phone: (443) 557-0049
E-mail: rcampbell@correctrxpharmacy.com



STATE OF IDAHO
CONTRACT AMENDMENT

CONTRACT #: 163-23
CONTRACT AMENDMENT #: 163-23D

This Contract Amendment is entered into by the State of Idaho, **Department of Juvenile Corrections**, hereinafter referred to as the **DEPARTMENT**, and Correct Rx Pharmacy Services, Inc., hereinafter referred to as the **CONTRACTOR**.

CHANGED SERVICES/PROVISIONS/DELIVERABLES: The DEPARTMENT and the CONTRACTOR agree as follows:

1. The first paragraph of the contract is changed to read as follows:

"This agreement ("Agreement") is made as of January 1, 2023 (the date fully executed) and will extend through January 31, 2023, or until a Participating Addendum (or like instrument) under the MMCAP master contract for Prescription Filling and Pharmacy Services has been awarded to Correct Rx Pharmacy Services, Inc. by the Idaho Division of Purchasing whichever is sooner; however, this Agreement may be renewed in one (1) month or less increments via mutual, written amendments to this Agreement. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Correct Rx Pharmacy Services, Inc., 1352 Charwood Road, Suite C, Hanover, MD 21076 (the "Independent Contractor").

This Agreement is renewed for the period of February 1, 2023 through February 28, 2023.

This Agreement is renewed for the period of March 1, 2023 through March 31, 2023.

This Agreement is renewed for the period of April 1, 2023 through April 30, 2023.

This Agreement is renewed for the period of May 1, 2023 through May 31, 2023."

AMENDMENT ORIGINATOR: Jason Urquhart, 4/21/23

AMENDMENT APPROVED BY: (IDJC nursing supervisors approved renewal on 4/20/23 and 4/21/23)

CONTRACT AMENDMENT

THIS AGREEMENT is an amendment of the original contract, Agreement # 163-23, and the amended contract, amended by amendment 163-23A, by amendment 163-23B and by amendment 163-23C, between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 39, Chapter 1, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

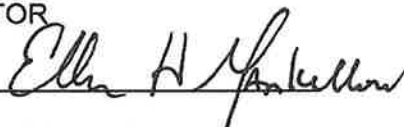
The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement.


CONTRACTOR

DEPARTMENT

Signature: _____



Signature: _____



Name: Ellen H. Yankellow, PharmD

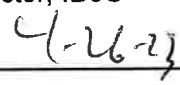
Name: Monty Prow

Title: President and CEO

Title: Director, IDJC

Date: 04/21/2023

Date: _____



Mailing Address:

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C
Hanover, MD 21076
Phone: (443) 557-0049
E-mail: rcampbell@correctrxpharmacy.com



STATE OF IDAHO
CONTRACT AMENDMENT

CONTRACT #: 163-23
CONTRACT AMENDMENT #: 163-23E

This Contract Amendment is entered into by the State of Idaho, **Department of Juvenile Corrections**, hereinafter referred to as the **DEPARTMENT**, and Correct Rx Pharmacy Services, Inc., hereinafter referred to as the **CONTRACTOR**.

CHANGED SERVICES/PROVISIONS/DELIVERABLES: The DEPARTMENT and the CONTRACTOR agree as follows:

1. The first paragraph of the contract is changed to read as follows:

"This agreement ("Agreement") is made as of January 1, 2023 (the date fully executed) and will extend through January 31, 2023, or until a Participating Addendum (or like instrument) under the MMCAP master contract for Prescription Filling and Pharmacy Services has been awarded to Correct Rx Pharmacy Services, Inc. by the Idaho Division of Purchasing whichever is sooner; however, this Agreement may be renewed in one (1) month or less increments via mutual, written amendments to this Agreement. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and Correct Rx Pharmacy Services, Inc., 1352 Charwood Road, Suite C, Hanover, MD 21076 (the "Independent Contractor").

This Agreement is renewed for the period of February 1, 2023 through February 28, 2023.

This Agreement is renewed for the period of March 1, 2023 through March 31, 2023.

This Agreement is renewed for the period of April 1, 2023 through April 30, 2023.

This Agreement is renewed for the period of May 1, 2023 through May 31, 2023.

This Agreement is renewed for the period of June 1, 2023 through June 30, 2023."

AMENDMENT ORIGINATOR: Jason Urquhart, 5/24/23

AMENDMENT APPROVED BY: (IDJC nursing supervisors approved renewal on 5/16/23 and 5/23/23)

CONTRACT AMENDMENT

THIS AGREEMENT is an amendment of the original contract, Agreement # 163-23, and the amended contract, amended by amendment 163-23A, by amendment 163-23B, by amendment 163-23C and by amendment 163-23D, between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 39, Chapter 1, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement.

CONTRACTOR

Signature: Ellen H. Yankellow

Name: Ellen H. Yankellow, PharmD

Title: President and CEO

Date: May 24, 2023

DEPARTMENT

Signature: Monty Prow

Name: Monty Prow

Title: Director, IDJC

Date: 5-26-23

Mailing Address:

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C
Hanover, MD 21076
Phone: (443) 557-0049
E-mail: rcampbell@correctrxpharmacy.com



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made as of January 1, 2023 (the date fully executed) and will extend through January 31, 2023, or until a Participating Addendum (or like instrument) under the MMCAP master contract for Prescription Filling and Pharmacy Services has been awarded to Correct Rx Pharmacy Services, Inc. by the Idaho Division of Purchasing whichever is sooner; however, this Agreement may be renewed in one (1) month or less increments via mutual, written amendments to this Agreement. This Agreement is between the **Idaho Department of Juvenile Corrections**, 954 W. Jefferson St., Boise, ID 82720, (the Client), and **Correct Rx Pharmacy Services, Inc.**, 1352 Charwood Road, Suite C, Hanover, MD 21076 (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Prescription Filling and Pharmacy Services, for the Juvenile Correction Centers in Lewiston, Nampa and Saint Anthony, Idaho per **Exhibit A – Scope of Work**.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* The Client shall pay the Independent Contractor per **Exhibit B – Schedule of Costs** after services are rendered. The Client estimates, but does not guarantee that the total value of this Agreement shall be \$10,000.00. The value of the Agreement may be more or less depending on the Client's needs. The Client will not reimburse for expenses pursuant to this Agreement. The Independent Contractor may invoice no more frequently than monthly. Send invoices to: For services rendered at the Juvenile Correction Center in Lewiston, Idaho, send invoices to Malinda Massey (malinda.massey@idjc.idaho.gov). For services rendered at the Juvenile Correction Center in Nampa, Idaho, send invoices to Jennifer Pinon (jennifer.pinon@idjc.idaho.gov). For services rendered at the Juvenile Correction Center in Saint Anthony, Idaho, send invoices to Shalaine Kress (shalaine.kress@idjc.idaho.gov).

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost or obligation.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

11. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

12. *Insurance.* The Independent Contractor shall provide insurance as shown in **Exhibit C – Proof of Insurance** for the entire term of this Agreement. Insurance shall be provided in the types and limits shown in **Exhibit C – Proof of Insurance**.

13. *Term.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement, with or without cause, at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: 

Monty Prow

Title: Director

Date: 12-22-2022

Independent Contractor

Signature: 

Ellen H. Yankellow, PharmD

Title: President and CEO

Date: 12-22-2022

Contractor Address and phone:

Correct Rx Pharmacy Services, Inc.

1352 Charwood Road, Suite C

Hanover, MD 21076

Phone: 1-800-636-0501

E mail: EYankellow@correctrxpharmacy.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB

Purchasing Agent

P.O. Box 83720

Boise, ID 83720-0285

Phone: (208) 334-5100 Ext. 433

Email: jason.urquhart@idjc.idaho.gov

PCA # Multiple

GRANT#

Exhibit A – Scope of Work

Prescription Filling Services: The Independent Contractor shall dispense prescriptions and distribute stock medications written by authorized Client medical staff. The Independent Contractor shall provide professional comprehensive pharmaceutical services for all prescription and non-prescription medications as ordered by all prescribers, as well as clinical management and technology solutions that meet the requirements of the Client's Juvenile Correction Centers. The Independent Contractor shall establish and/or maintain a medication kit for emergency, urgent, and common first-dose needs of the Client's Juvenile Correction Centers.

Facility Inspections: If this Agreement's term, factoring any renewals, is at least three (3) months in duration, the Independent Contractor shall participate in quarterly Pharmacy and Therapeutics Committee meetings. Also, if this Agreement's term, factoring any renewals, is at least three (3) months in duration the Independent Contractor shall also conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Inspections shall be based on NCCHC, ACA, and Joint Commission standards along with the Independent Contractor's experience in the institutional pharmacy industry. The Independent Contractor must abide by all recommendations set forth by these organizations and will aid Client in meeting these standards as well.

Exhibit B – Schedule of Costs

Pricing: Medications shall be invoiced at Actual Acquisition Cost (AAC) plus a \$4.42 dispensing fee per prescription and stock order. They will be invoiced for the cost of shipping medications to the Juvenile Correction Centers at the Independent Contractor's discounted rate.

Shipping Charges: The Independent Contractor and the Client shall equally share the cost of shipping medications to the Juvenile Correction Centers. The Independent Contractor will invoice the Client at its discounted UPS rates with no additional markup.

Exhibit C – Proof of Insurance



CORRRXP-01

JSEWNARINE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Ridge Risk Partners, LLC 1120 C Professional Court Hagerstown, MD 21740	CONTACT NAME: Lisa McConnell, AAI, AINS, CRIS, AAI-M PHONE (AC, Ho, Ext): (301) 302-8234 FAX (AC, Ho): EMAIL ADDRESS: Lisa.McConnell@BlueRidgeRiskPartners.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance	NAIC # 10677
INSURER B: Hartford Fire Insurance Co.	19682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Correct RX Pharmacy Services, Inc.
 1352 Charwood Road, Suite C
 Hanover, MD 21076

INSR LTR	TYPE OF INSURANCE	ADULT INSUR	SOUTH WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PERC <input checked="" type="checkbox"/> LOC OTHER:	X		EPP0112805	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		EBA 0113061	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		EPP0112805	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PARTNER EXECUTIVE OFFICER/DIRECTOR (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	30WECR7996	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER SEATTLE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - BA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional			EPP0112805	11/15/2022	11/15/2023	Per Incrd \$ 1,000,000
A	Liability			EPP0112805	11/15/2022	11/15/2023	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured under the General Liability, Automobile Liability and Umbrella if required by written contact. General Liability, Automobile Liability and Umbrella is primary/non contributory if required by written contact. 30 Days notice of cancellation provided; 10 days for non-payment.

CERTIFICATE HOLDER MMCAp Infuse Department of Administration Office of State Procurement 50 Sherburne Avenue #112 St. Paul, MN 55155	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement ("Agreement") is made as of the date of the last signature below (the date fully executed) and will extend through 2/23/24. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and **Sequoia Counseling Services, Inc.**, 531 Bryden Ave., Lewiston, ID 83501 (the "Independent Contractor").

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, suicide evaluation services. The Independent Contractor shall follow the relevant sections of Policy 605 (attached), which sections are highlighted yellow.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* The Client shall pay the Independent Contractor \$200.00 for each weekend (4 p.m. Friday through 8 a.m. Monday) during which the Contractor provides the services required in this Agreement. The Client estimates, but does not guarantee that the total value of this Agreement shall be \$10,400.00. The value of the Agreement may be more or less depending on the Client's needs. The Client will not reimburse for expenses pursuant to this Agreement. The Independent Contractor may invoice no more frequently than monthly. Send invoices to: Idaho Department of Juvenile Corrections, P.O. Box 83720, Boise, ID 83720-0285, Attn: Accounts Payable (accounts.payable@idjc.idaho.gov).

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost or obligation.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

11. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by providers of similar services as required under this Agreement, including, but not limited to, comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence and commercial auto insurance in the amount of \$1,000,000.00 per occurrence. Insurance must be provided to the Independent Contractor by companies properly licensed to do business in Idaho. Proof of insurance must be provided to the Client before any services are rendered under this Agreement. Failure to provide proof of

coverage at any time during the term of this Agreement may result in termination of the Agreement by the Client.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

13. *Term.* This Agreement's term shall begin on the date noted above and shall remain in force until terminated or completed. Either party may terminate the Agreement, with or without cause, at any time by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed if termination is requested before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections

Signature: [Signature]

Monty Prow

Title: Director

Date: 2-27-23

Contractor Address and phone:

Sequoia Counseling Services, Inc.
Brenda McKenzie; Diana Uppendahl
531 Bryden Ave.
Lewiston, ID 83501
Phone: 208-798-1646
Fax: 208-798-5494
E mail: sequoia3@gmail.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
Phone: (208) 334-5100 Ext. 433
Email: jason.urquhart@idjc.idaho.gov
PCA # 32710
GRANT#

Independent Contractor

Signature: Brenda McKenzie ^{Diana Uppendahl}

(Print) [Signature] <sup>Diana Uppendahl
Business Manager</sup>

Title: Owner/Clinical Supervisor

Date: 16 February 2023



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This Agreement (“Agreement”) is made this day of 9/8/21, (the date fully executed) and will extend through 9/7/22. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St. Boise, ID 82720, (the Client), and **Dr. Kelly Palmer**, (the “Independent Contractor”), (3010 Shelly Pl.).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

The Client enters into this Contract pursuant to authority to it by the Idaho Division of Purchasing Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Psychiatric and P.A. services.

2. *Independent Contractor’s performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client’s reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an “independent contractor” as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor’s status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$175.00 per hour for psychiatric services, and for all work performed over the term of the Agreement. The Independent Contractor shall provide and supervise the activities of, and review the charts of a PA according to state medical board standards. The P.A. must be approved by both the

Independent Contractor and the Client. The Client will pay Dr. Kelly Palmer 1.5 hours travel time per on site visit and 1 hour per week for on call services. Client shall pay the Contractor, \$100.00 per hour for P.A. services, for all work performed over the term of the Agreement. The Contractor may invoice for approved P.A. travel time at \$100.00 per hour. The Department will provide medical supplies, a work area, and equipment for the Client. The Department will not reimburse for any other expenses pursuant to this agreement. Send invoice to: Juvenile Correction Center, 2220 East 600 North, St. Anthony, ID 83720-0285, Attn. Shalaine Edwards

5. *Prior approval for Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any costs, obligations or expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense. This includes, but is not limited to, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the Client prior to the cost, obligation or expense being incurred.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses for copying, mailing or shipping.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee of the Client or the State of Idaho with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional errors and omissions insurance if appropriate, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees as well as any costs and fees on appeal, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement. This includes but is not limited to any act or omission by providing professional or legal advice to Client or the recipients of Independent Contractor's services.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the

Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this Agreement. Either party may terminate the Agreement at any time without cause, by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

14. *Notices.* Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

15. *No authority to bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client or the State of Idaho. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client or the State of Idaho and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Client or the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Idaho Department of Juvenile Corrections

Independent Contractor

Signature: _____

Signature: _____

Monty Prow

(Print) _____

Title: Director

Title: _____

Date: _____

Date: _____

Contractor Address and phone.

Dr. Kelly Palmer
3010 Shelly Pl.
Pocatello, ID 83201
Cell: 208-313-4274
Fax: 208-237-0818
E mail: Kelly.Palmer2@icloud.com

For questions regarding this Agreement, Contact:

Don Elliott, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 855-2439
PCA #
GRANT#
PROJECT#

APPENDIX A

Description of P.A. Services

Activity

EVALUATION: Developing a detailed, accurate psychiatric and medical history. Performing appropriate physical examination. Delineating problems. Recording data, and consulting as necessary with supervising physician or alternate.

MONITORING: Developing and implementing juvenile management plans and recording progress.

DIAGNOSTICS: Ordering, performing, and interpreting laboratory, radiological, cardiographic and other routine diagnostic procedures.

THERAPEUTICS: Initiating, monitoring and altering as necessary. Medication management and treatment of psychiatric, and related disorders. Explaining indications, side effects, risks and benefits of medication as well as alternative treatments.

COUSELING: Instructing and counseling juveniles regarding compliance with prescribed therapeutic regimens. Discuss normal growth and psychiatric development. Take care of phone calls from pharmacies regarding the medical treatment.

REFERRAL: Facilitating the referral of juveniles to community health and social service agencies when appropriate.

Direction and Control

Dr. Kelley Palmer D.O. will act as supervising physician, and will perform all chart reviews at each visit. The supervising physician will be on site once per month. The supervising physician will be available by pager or phone at all times while the P.A. is working, unless other supervision arrangements have been made.

Prescription Authority

The P.A. will have the authority to prescribe any and all medications as needed.

The P.A. will have prescriptive authority for all schedule two controlled substances.

Emergency Procedures

The supervising physician will be available (personally, by phone or pager) at all times the P.A. is working at the Juvenile Correction Center, unless arrangements have been made for alternate supervision. In emergencies where the supervising physician is not available, the P.A. will seek consultation from another qualified physician and then inform the supervising physician of the situation as soon as possible.

Addressing Situations Outside the Scope of Practice

For psychiatric situations beyond the scope of the P.A.'s training or expertise, the P.A. will contact the supervising physician or alternate for a recommendation of treatment. If the supervising physician is not immediately available, the P.A. will perform appropriate emergency treatment to stabilize the patient and contact help as soon as possible. If necessary the P.A. will discuss a treatment plan with the supervising physician and recommend a referral to a qualified practice.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This agreement (“Agreement”) is effective as of the last date signed below, and will extend through **4/30/24**. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St., Boise, ID 82720, (the Client), and **Psychiatric Associate Services, P.L.L.C.**, 1775 W. State St., Suite 383, Boise, ID 83702 (the “Independent Contractor”).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

IDJC enters into this Agreement pursuant to authority delegated to it by the Idaho Division of Purchasing, Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Psychiatric services provided to the Juvenile Correction Center in Nampa, Idaho (JCC-Nampa). The required Psychiatric services include, but are not limited to:

- Reviewing medical records;
- Reviewing of treatment plans (for chronic conditions such as ADHD) when requested by nursing;
- Reviewing, changing, ordering of medications;
- Reviewing pharmacy recommendations
- Signing orders.

2. *Independent Contractor’s performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client’s reasonable satisfaction. The detailed manner and method of performing the work is under the

control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses, that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* The Client shall pay the Independent Contractor \$250.00 per hour for M.D. and DO services, \$165.00 per hour for P.A. or N.P. services, for all work performed over the term of the Agreement including time spent on e-mails pertaining to direct services provided under this Agreement and telephone consultation pertaining to this Agreement. Additionally, Client shall pay \$100.00 per visit for M.D., DO or P.A./N.P. care to cover travel expenses. At JCC-Nampa, the Client shall provide medical supplies, a work area, and equipment for the Independent Contractor to use for direct services provided under this Agreement. Send invoice to: Juvenile Correction Center, 1650 11th Ave. N., Nampa, ID 83687, Attn. Medical Clinic. Invoices must be remitted within forty-five (45) calendar days after delivery of service. Late invoices may be subject to non-payment due to loss of legislative funding.

5. *Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this Agreement, unless agreed to in writing by the Client prior to the cost or expense being incurred.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind, shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, commercial automobile insurance in the minimum amount of \$1,000,000 per accident and professional errors and omissions insurance if appropriate, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for its self and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client, prior to provision of the services stated above. Failure to provide proof of insurance may void this Agreement.

12. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this Agreement. Either party may terminate the Agreement at any time with or without cause, by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

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

15. *No authority to bind client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Independent Contractor shall not assign this Agreement, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the Administrator of the

Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Agreement, at the option of the State. All rights of action, however, for any breach of the Agreement are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days' notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. *License.* In connection with the performance of the Independent Contractor's obligations under this Agreement, the Independent Contractor will provide a license to the State

of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Department of Juvenile Corrections


Signature: 

Monty Prow

Title: Director

Date: 4-26-23

Independent Contractor

Signature: 

(Print) William J. Short

Title: owner

Date: 04/19/2023

Independent Contractor Address and phone:

Psychiatric Associate Services, P.L.L.C.
William Short
1775 W. State St., Suite 383
Boise, ID 83702
Phone: 208-549-5832
E-mail: wshortpac@psychassocervices.com

For questions regarding this Agreement, contact:

Jason R. Urquhart, CPPO, CPPB
Purchasing Agent
P.O. Box 83720, Boise, ID 83720-0285
(208) 334-5100 Ext. 433; Fax (208) 334-5120
PCA # 34600; GRANT#



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This Agreement ("Agreement") is made this day of 9/8/21, (the date fully executed) and will extend through 9/7/22. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St. Boise, ID 82720, (the Client), and **Sawtooth Correctional Medicine**, (the "Independent Contractor"), (3165 S. Donnington Pl.).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Physicians Assistant services. See Appendix A.

2. *Independent Contractor's performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an "independent contractor" as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$475.00 per week for all work performed over the term of the Agreement including time spent on e-mails and telephone consultation, excluding vocational rehabilitation evaluations and initial dental screenings for juveniles. The Client shall pay an additional cost of \$50.00 for each vocational rehabilitation evaluation or initial dental screening and \$200.00 per hour for Psychological services provided with a two hour minimum on psychological services. The Department will provide medical supplies, a work area, and equipment for the Client. Send invoice to: Juvenile Correction Center, 1650 11th Ave. N., Nampa, ID 83687, Attn. Medical Clinic. Invoices must be

remitted within 45 days after delivery of service. Late invoices may be subject to non-payment due to loss of legislative funding.

5. *Prior approval for Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any costs, obligations or expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the Client prior to the cost, obligation or expense being incurred.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses for copying, mailing or shipping.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee of the Client or the State of Idaho with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional malpractice insurance with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees as well as any costs and fees on appeal, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement. This includes but is not limited to any act or omission by providing professional or legal advice to Client or the recipients of Independent Contractor's services.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of worker's compensation insurance to the Client prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this Agreement. Either party may terminate the Agreement at any time without cause, by giving fifteen (15) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

14. *Notices.* Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

15. *No authority to bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client or the State of Idaho. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client or the State of Idaho and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of

to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Client or the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Idaho Department of Juvenile Corrections

Signature: Monty Prow

Monty Prow

Title: Director

Date: 10/1/21

Independent Contractor

Signature: Eric Wells

(Print) Eric Wells

Title: President

Date: 10/1/21

Contractor Address and phone.

Sawtooth Correctional Medicine
Eric Wells
3165 S. Donnington Pl.
Eagle, ID 83616
Phone: Cell# 208-286-5659
Fax: 844-439-2605
E mail: eric@sawtoothcorrectionalmed.com

For questions regarding this Agreement, Contact:

Don Elliott, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 855-2439
PCA # 36604
GRANT#
PROJECT#

APPENDIX A

Description of Services

Activity

EVALUATION: Developing a detailed, accurate psychiatric and medical history. Performing appropriate physical examination. Delineating problems. Recording data, and consulting as necessary with supervising physician or alternate.

MONITORING: Developing and implementing juvenile management plans and recording progress.

DIAGNOSTICS: Ordering, performing, and interpreting laboratory, radiological, cardiographic and other routine diagnostic procedures.

THERAPEUTICS: Initiating, monitoring and altering as necessary. Medication management and treatment of psychiatric, and related disorders. Explaining indications, side effects, risks and benefits of medication as well as alternative treatments.

COUSELING: Instructing and counseling juveniles regarding compliance with prescribed therapeutic regimens. Discuss normal growth and psychological development. Take care of phone calls from pharmacies regarding the medical treatment.

REFERRAL: Facilitating the referral of juveniles to community health and social service agencies when appropriate.

Direction and Control

The supervising physician will perform all chart reviews at each visit. The supervising physician will be available by pager or phone at all times while the P.A. is working, unless other supervision arrangements have been made.

Prescription Authority

The P.A. will have the authority to prescribe any and all medications as needed.

The P.A. will have prescriptive authority for all schedule two controlled substances.

Emergency Procedures

The supervising physician will be available (personally, by phone or pager) at all times the P.A. is working at the Juvenile Correction Center, unless arrangements have been made for alternate supervision. In emergencies where the supervising physician is not available, the P.A. will seek consultation from another qualified physician and then inform the supervising physician of the situation as soon as possible.

Addressing Situations Outside the Scope of Practice

For psychiatric situations beyond the scope of the P.A.'s training or expertise, the P.A. will contact the supervising physician or alternate for a recommendation of treatment. If the supervising physician is not immediately available, the P.A. will perform appropriate emergency treatment to stabilize the patient and contact help as soon as possible. If necessary the P.A. will discuss a treatment plan with the supervising physician and recommend a referral to a qualified practice.



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This Agreement (“Agreement”) is made this day of 10/26/21, (the date fully executed) and will extend through 10/25/22. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St. Boise, ID 82720, (the Client), and **Dr. Elizabeth Black, M.D.**, (the “Independent Contractor”), (1271 Highland Ave. Suite B.).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

The Client enters into this Contract pursuant to authority to it by the Idaho Division of Purchasing Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, **Medical services.** See attached proposal and description of services.

2. *Independent Contractor’s performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client’s reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an “independent contractor” as defined by law as to all work performed under this Agreement.

3. *Status.* The Independent Contractor’s status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses that may be required for them to perform the work as set forth in this Agreement.

4. *Terms of payment.* Client shall pay the Independent Contractor \$1,500.00 per month, for all work performed over the term of the Agreement. Travel time shall not be included as billable time. The Department will not reimburse for expenses pursuant to this agreement. See attached proposal. All invoices will be sent to the Facility Health Authority, Attn: Malinda

Massey RN Manager, Juvenile Corrections Center (JCCL), 140 Southport Ave., Lewiston, ID 83501.

5. *Prior approval for Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any costs, obligations or expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the Client prior to the cost, obligation or expense being incurred.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies that the Client does not provide to accomplish the work to be performed. This includes, but is not limited to, expenses for copying, mailing or shipping.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee of the Client or the State of Idaho with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Medical Malpractice Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, medical malpractice insurance, comprehensive general liability insurance, both in the minimum amount of \$1,000,000 per occurrence, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees as well as any costs and fees on appeal, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement. This includes but is not limited to any act or omission by providing professional or legal advice to Client or the recipients of Independent Contractor's services.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of worker's

compensation insurance to the Client prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this Agreement. Either party may terminate the Agreement at any time without cause, by giving thirty (30) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

14. *Notices.* Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

15. *No authority to bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client or the State of Idaho. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client or the State of Idaho and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Client or the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Idaho Department of Juvenile Corrections

Signature: _____



Monty Prow

Title: Director

Date: _____

11-9-21

Independent Contractor

Signature: _____



(Print) _____

Elizabeth L Black

Title: _____

MD

Date: _____

10/27/21

Contractor Address and phone.

Dr. Elizabeth Black, M.D.
Blue Mountain Family Health
1271 Highland Ave., Suite B
Clarkston, WA 99403
Phone: 509-751-5500
Fax: 509-751-1059
Business contact: Kevin Black
E mail: kevinjblack@gmail.com

For questions regarding this Agreement, Contact:

Don Elliott, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 855-2439
PCA # 39600
GRANT#
PROJECT#

APPENDIX A - DESCRIPTION OF SERVICES TO BE PROVIDED

A. General Responsibilities for the Medical Contract Physician:

1. Shall oversee the delivery and monitoring of medical services and care of juveniles for the 36 bed, all male JCCL facility, as well as any female or male juveniles staging at the Nez Perce County Region II Juvenile Detention Center for Observation & Assessment (O&A). JCCL Safety Security Officers will transport these individuals to JCCL for on-site physical assessment and screenings.
2. Shall provide medical services during weekly visits to the facility in Lewiston. The Medical Contract Physician will oversee medical services on site in Lewiston for 1 - 2 hours, once per week. IDJC Licensed Medical Staff will notify the Medical Contract Physician at least 24 - 48 hours before the standard weekly appointment if the Medical Contract Physician's services are not needed that week.
3. Will consult with the Mental Health Contractor regarding medical treatment. The Psychiatrist, under contract with the Department, will be the physician in charge of psychotropic medication and psychiatric services. The Medical Contract Physician will assist with the Mental Health Contractor in developing the psychiatric treatment plan, with the Psychiatrist as the lead member, if psychiatric services are required by the juveniles.
4. Shall be the sole provider of defined medical services, except for emergency and select elective services otherwise described and all services provided shall be within the terms of the contract.
5. Is to serve as the medical consultant for JCCL and to assist the Licensed Medical Staff in following proper medical policies, procedures and best standards of practice.
6. Will comply with all background checks and fingerprinting as per IDJC policies and procedures.
7. Comply with all IDJC PREA policies and procedures: the Medical Contract Physician will not be alone with a juvenile of either sex at any time.

B. Routine Services

The Medical Contract Physician will complete routine admission, re-admission, and O&A physicals, 30 day medication reviews, yearly physical exams, minor surgical

procedures, and address other medical concerns for juveniles on a mutually agreed upon schedule, along with the following responsibilities:

1. Ensure that a medical treatment plan is developed for each juvenile including, directions for institutional staff regarding medical care for juveniles requiring close monitoring of their medical needs.
2. Shall review assigned treatment protocols of each juvenile quarterly, with the assistance of the Facility Health Authority
3. Will develop a "Medical Standing Order" list with the Facility Health Authority and review annually.
4. Attend to routine illnesses/injuries and provide necessary follow-up services as required during the Medical Contractor Physician's normal working hours.
5. Monitor a health-screening program for each juvenile, including communicable disease, adequacy of prior medical and diagnostic evaluation, identification of additional data needed to appropriately complete the medical and diagnostic history, and other tests and referrals as necessary.
6. Monitor non-dire emergency medical services through the physician's office via telephone, cell phone and fax.
7. Will provide phone Will provide phone, personal consultation and medical oversight to the Licensed Medical Staff for the delivery of medical services to the juveniles at JCCL.
8. Personal consultation and medical oversight to the Licensed Medical Staff for the delivery of medical services to the juveniles at JCCL. Will have onsite/offsite access to the electronic medical records system, CorEMR, in collaboration with the IDJC IT Department.

C. Emergency Room Services

The JCC Lewiston Licensed Medical Staff shall call the Medical Contract Physician during normal business hours for emergency room services. An emergency room or urgent care physician will be utilized when the contracted physician is unavailable.

D. Surgery

1. Surgical procedures performed by the Medical Contract Physician shall be limited to procedures for which she is trained and customarily performs. Other surgical sub-specialists as deemed appropriate by the contractor shall perform other procedures.
2. When requested by parents or legal guardian of a juvenile, it shall be the duty of the Medical Contract Physician to provide information regarding

any elective surgery.

E. Pharmaceutical Services

1. Medical Contract Physician will keep all necessary pharmaceutical licenses up to date as set forth by the Idaho State Board of Pharmacy. Contractor will provide all copies of licenses to the JCCL Facility Health Authority.
2. Medical prescriptions will be monitored or provided by the Medical Contract Physician as set forth by policies and procedures of the Idaho State Board of Pharmacy.
3. In emergent situations, the Medical Contract Physician may review and initiate, through a medical written order, the use of narcotic pain medication on a case by case basis only. Otherwise, JCCL follows the medical best practice guideline of not utilizing the use of narcotic pain medications, as many of the juveniles committed to the IDJC have a diagnostic history of poly-substance abuse.
4. All psychiatric medication shall be prescribed by the Mental Health Contract Physician unless the Medical Contract Physician is instructed to do so by the Mental Health Contract Physician.

F. Laboratory Services

1. Medical Contract Physician will order and monitor onsite laboratory services provided by the Pathologist Regional Laboratory located at SJRMC.

G. Training

1. Medical Contract Physician will receive and be responsible for reading the JCCL Milestone Handbook upon hire and annually.
2. Upon hire and annually, the Medical Contract Physician will attend and participate in all JCCL facility PREA trainings as set forth by the IDJC policies and procedures.
3. Medical Contract Physician will provide education and training opportunities through a monthly Licensed Medical Staff in-service meeting. The choice of reference material and in-service topics will be determined by the Medical Contract Physician and the Facility Health Authority.

H. Insurance Requirements

1. Commercial general liability minimum of \$1,000,000

2. Medical malpractice minimum of \$1,000,000
3. All copies of insurances must be given to the Purchasing Agent and Facility Health Authority prior to performing contracted duties.
4. Worker's comp minimum statutory requirements.

I. License Requirements

1. All medical licenses required to practice the specifications listed above must be current for the physician through the Idaho State Board of Medicine and the Idaho State Board of Pharmacy.
2. Copies of all licenses must be given to the Purchasing Agent and Facility Health Authority prior to performing contracted duties.

IDAPA Rules Attached

(If not attached, provisions of IDAPA Rules are included by reference thereto with copy having been provided earlier.) Link to website:

www.djc.state.id.us
Act & Rules

Law & Rules

Idaho Juvenile Corrections



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL OR CONSULTANT SERVICES

State of Idaho Department of Juvenile Corrections

This Agreement (“Agreement”) is made this day of 9/23/21, (the date fully executed) and will extend through 9/22/22. This Agreement is between the Idaho Department of Juvenile Corrections, 954 W. Jefferson St. Boise, ID 82720, (the Client), and Sherry Stoutin, M.D., (the “Independent Contractor”), (504 Main St.).

Whereas, the Client desires to engage the Independent Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

The Client enters into this Contract pursuant to authority to it by the Idaho Division of Purchasing Policy Directive 11-09, and by the authority granted to it in Title 20, Chapter 5, Idaho Code.

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

1. *Services to be rendered.* The Client desires that the Independent Contractor perform, and the Independent Contractor agrees to perform the following: Such work includes, but is not limited to, Medical services. See attached proposal and description of services.
2. *Independent Contractor’s performance.* All work done by the Independent Contractor shall be of the highest professional standard and shall be performed to the Client’s reasonable satisfaction. The detailed manner and method of performing the work is under the control of Independent Contractor, with the Client being interested only in the results obtained. Independent Contractor is an “independent contractor” as defined by law as to all work performed under this Agreement.
3. *Status.* The Independent Contractor’s status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Independent Contractor warrants and represents that they have complied and will comply with all federal, state and local laws regarding business permits and licenses, including professional licenses that may be required for them to perform the work as set forth in this Agreement.
4. *Terms of payment.* Client shall pay the Independent Contractor \$2,500.00 per month for M.D. and Mid-level provider (N.P. and P.A. only) medical services. The Client shall pay an additional \$75.00 for each staff physical administered by the M.D. or Mid-level provider. This rate shall include travel, on site services and telephone consultation. The Department will not

pursuant to this agreement. Send invoice to: Juvenile Correction Center, P.O. Box 40, St. Anthony, ID 83445, Attn. Shalaine Kress

5. *Prior approval for Reimbursement of expenses.* The Client shall not be liable to the Independent Contractor for any costs, obligations or expenses the Independent Contractor pays or incurs unless otherwise agreed to in writing by the Client prior to incurring such cost, obligation or expense. This includes, but is not limited to, expenses relating to travel, lodging, and meals while performing work relating to this agreement, unless agreed to in writing by the Client prior to the cost, obligation or expense being incurred.

6. *Equipment, tools, materials, or supplies.* The Independent Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed. This includes, but is not limited to, expenses for copying, mailing or shipping.

7. *Federal, state and local payroll taxes.* Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Independent Contractor or its employees. In accordance with the terms of this Agreement and the understanding of the parties, the Independent Contractor shall not be treated for tax purposes as an employee of the Client or the State of Idaho with respect to the services performed.

8. *Fringe benefits.* Because the Independent Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

9. *Notice to the Independent Contractor regarding its tax duties and liabilities.* The Independent Contractor understands that it is responsible to pay his income tax in accordance with federal and state law. The Independent Contractor further understands that he may be liable for Social Security and other taxes, to be paid in accordance with all applicable laws.

10. *Medical Malpractice Insurance.* The Independent Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Independent Contractor, including, but not limited to, medical malpractice insurance, comprehensive general liability insurance, both in the minimum amount of \$1,000,000 per occurrence and professional errors and omissions insurance if appropriate, with insurance companies properly licensed to do business in Idaho and reasonably satisfactory to the Client. Proof of such insurance must be provided to the Client before any services may be rendered. Failure to provide proof of coverage may void this agreement. If Independent Contractor has begun services or worked on provision of services before providing proof of such insurance, they will not be reimbursed for that time spent.

11. *Indemnification.* The Independent Contractor agrees to indemnify and hold harmless the Client, the State of Idaho, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees as well as any costs and fees on appeal, by reason of the Independent Contractor's acts or omissions in the performance of services under this Agreement. This includes but is not limited to any act or omission by providing professional or legal advice to Client or the recipients of Independent Contractor's services.

12. *Client not responsible for worker's compensation.* Because the Independent Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Independent Contractor or its employees. The Independent Contractor agrees to obtain worker's compensation coverage as required by law for itself and employees, and to furnish a copy of its certificate of worker's

compensation insurance to the Client prior to provision of the services stated above. Failure to provide proof of insurance may void this agreement.

13. *Termination.* This Agreement's term shall begin on the date noted above and shall remain in force until completed, or if earlier, terminated under the provisions of this Agreement. Either party may terminate the Agreement at any time without cause, by giving Sixty (60) days' written notice to the other. Notwithstanding a termination, the Independent Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed. Payment will be prorated according to work completed and delivered to Client in a usable form if termination is requested by either party before the Agreement expires.

14. *Notices.* Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, or by e-mail with proof of receipt to the other party at the other party's address stated above. Either party may change its address by giving notice of the change in accordance with this paragraph.

15. *No authority to bind Client.* The Independent Contractor has no authority to enter into contracts or agreements on behalf of the Client or the State of Idaho. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client or the State of Idaho and Independent Contractor in any respect.

16. *Assignment and Subcontracting.* Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

17. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18. *Modification.* No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Independent Contractor.

19. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Independent Contractor.

20. *Attorneys' Fees.* In the event a lawsuit of any kind is instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred therein.

21. *Applicable law.* This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

22. *Legal Compliance.* Independent Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

23. *Sufficient Appropriation by Legislature Required.* It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so

as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

24. *Officials, Agents and Employees of Client Not Personally Liable.* It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Client or the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

25. In connection with the performance of the Independent Contractor's obligations under this agreement, the Independent Contractor will provide a license to the State of Idaho for the use of the Independent Contractor's copyrighted intellectual property including art, drawings and illustrations. This license shall permit the State of Idaho to use such intellectual property in relation with this Agreement only. All other rights to Independent Contractor's intellectual property are expressly reserved.

26. *Headings.* The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

27. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Idaho Department of Juvenile Corrections

Signature: _____

Monty Prow

Monty Prow

Title: Director

Date: _____

9.27.21

Independent Contractor

Signature: _____

Sherry Stoutin, MD

(Print)

Sherry Stoutin, MD

Title: _____

Medical Director, Ivy Medical

Date: _____

09/24/2021

Contractor Address and phone.

Ivy Medical
Sherry Stoutin, M.D.
504 Main St. Suite 124
Lewiston, ID 83501
Phone:
Cell: 208-305-3622
Fax:
E mail: sherry@ivycom.com

For questions regarding this Agreement, Contact:

Don Elliott, CPPB
Purchasing Agent
P.O. Box 83720
Boise, ID 83720-0285
(208) 334-5100 Ext. 433
Fax (208) 334-5120
PCA # 36600
GRANT#
PROJECT#

APPENDIX A - DESCRIPTION OF SERVICES TO BE PROVIDED

A. General Responsibilities

1. Contract physician shall oversee the delivery of medical services for the facility in St. Anthony and will be responsible for advising on issues relating to the medical care of juveniles in IDJC custody.
2. The Psychiatrist under contract with the Department will be the lead physician regarding psychotropic medication and psychiatric services. The M.D. will provide a Mid-level provider to work with the psychiatrist on medical treatment. The M.D. will bill for time spent with psychiatric issues. The M.D. and Mid-level provider will work as a team on the psychiatric treatment plan, with the Psychiatrist as the lead member.
3. Contract physician and Mid-level provider, shall be the sole provider of defined medical services, except for emergency and select elective services otherwise described; and all services provided shall be within the terms of the contract.
4. Contractor is to serve as medical consultant for the Juvenile Correction Center in St. Anthony, and to assist the medical staff in following proper medical policies and procedures.
5. When the contractor, or Mid-level provider, is not available it is his or her responsibility to notify the medical staff of what substitutions have been made for medical coverage during the absence.
6. The contract physician shall provide the services of a Mid-level provider for weekly visits to the facility in St. Anthony. The contract physician will oversee medical services on site in St. Anthony for about two hours, once per month. The contract physician shall physically visit the facility on a quarterly basis.

B. Routine Services

A Mid-level provider, in collaboration with a physician, will visit JCC St Anthony about one time per week, totaling about 12 to 15 hours per month. The Mid-level provider, under the supervision of the physician will complete routine admission or re-admission physicals, initial dental screenings, medication reviews, yearly physical exams, minor surgical procedures, and address other medical concerns for juveniles on a mutually agreed schedule, along with the following responsibilities:

1. The physician shall review nursing treatment protocols of juveniles and policies. The contract physician will provide oversight for the delivery of medical services provided by medical staff at the facility in St. Anthony.
2. Monitor a health-screening program for each juvenile, including pregnancy, communicable disease, and adequacy of prior medical and

diagnostic evaluation, identification of additional data needed to appropriately complete the medical and diagnostic history, and other tests and referrals as necessary.

3. Monitoring of non-emergency medical services through the physician's office.
4. The provider will establish and annually approve clinical protocols consistent with national clinical practice guidelines. The provider will ensure that a medical treatment plan is developed for each juvenile including, directions for facility staff regarding medical care for juveniles requiring medical care. These clinical protocols for the management of chronic disease include, but are not limited to:
 - a. Asthma
 - b. Diabetes
 - c. HIV
 - d. Hypertension
 - e. Seizure disorder
 - f. Sickle cell disease
 - g. Tuberculosis disease or infection
5. To attend to routine illnesses or injuries and to provide necessary follow-up services as required during the contractor's normal working hours. The Physician or Mid-level provider will not be alone with a juvenile of either sex at any time.
6. The Mid-level provider shall be at the facility in St. Anthony as scheduled for consultation and medical services. Medical services must be scheduled with the St. Anthony staff at least a week in advance.
7. To provide phone and personal consultation with the registered nurse supervisor and nursing staff as required.
8. To assist in the monitoring of the medical records system, which all physicians providing services to JCC St. Anthony shall use.
9. The provider will need to be enrolled in the Vaccines For Children (VFC) program with the Idaho Department of Health and Welfare.

C. Emergency room services

The JCC St. Anthony medical staff shall call the contracted physician during normal business hours for emergent needs. Juvenile will be transported to the emergency room when the contracted physician is unavailable.

D. Surgery

Surgical procedures performed by the contractor shall be limited to procedures for which he is trained and customarily performs. Other surgical sub-specialists as deemed appropriate by the contractor shall perform other procedures.

Example of surgical procedures include but are not limited to toenail and foreign body removal.

It shall be the duty of the contracted physician, when requested by parents or legal guardian of the juvenile, to provide information regarding elective surgery.

E. Pharmaceutical Services

Medical prescriptions will be monitored or provided by the contractor. The Psychiatrist on contract by the Department will prescribe psychotropic medications, or direct the M.D. or Mid-level provider on psychiatric treatment.

F. Laboratory Services

Efficient laboratory services will be provided or monitored by the contractor. The provider will be the laboratory director on the CLIA waiver.

The provider will read all EKG's ordered by the contract psychiatric provider.

G. Training

Contractor will provide direction in the choice of reference material and in-service topics to medical staff.

Training opportunities could be provided in conjunction with the contractor's staff education and training.

H. Insurance requirements

Medical malpractice minimum of \$1,000,000

Worker's comp minimum statutory requirements.

I. License requirements

All medical licenses required to practice the specifications listed above must be current for the physician and Mid-level provider.

Proof of insurance and licensure will be required before contracting.

ATTACHMENT

IDAPA Rules Attached

(If not attached, provisions of IDAPA Rules are included by reference thereto with copy having been provided earlier.) Link to website:

www.djc.state.id.us
Act & Rules

Law & Rules

Idaho Juvenile Corrections



PresenceLearning

Service Order #2

Customer Name and Contact Information

Name: Idaho Department of Juvenile Corrections - ID
Address: PO Box 83720 Boise, ID 83720

Customer Primary Point of Contact

Name: Debbie Siegel
Email Address: debbie.siegel@idjc.idaho.gov

Customer Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: David Cottle
Email Address: david.cottle@presencelearning.com

Service Order #2

1. Services

Service	Student Quantity/Groups	Price per Service
Hourly BMH Services	0	\$75.00
Hourly OT Supervision	0	\$89.00
Hourly OT Services	3	\$75.00
Hourly SLP Supervision	0	\$89.00
Hourly SLP Services	10	\$75.00
Hourly SLP Services - Short-term Leave	0	\$97.00
Hourly OT Services - Bilingual	0	\$89.00
Hourly OT Services - Short-term Leave	0	\$97.00
Hourly BMH Services - Short-term Leave	0	\$97.00
Hourly BMH Services - Bilingual	0	\$89.00
Hourly SLP Services - Bilingual	0	\$89.00
Annual Student Administrative Fee	13	\$100.00

2. SLP Assessments

Service	Student Quantity/Groups	Price per Service
Language Standard Assessment by SLP	0	\$155.00
Pragmatic Language Standard Assessment by SLP	0	\$95.00
Phonological Process Analysis Select Index by SLP	0	\$45.00
Phonological Processing Assessment by SLP	0	\$80.00
Supplemental Language Screener by SLP	0	\$45.00
Spanish Language Standard Assessment by SLP	0	\$148.00
Spanish Language Select Index by SLP	0	\$60.00
Spanish Auditory Processing Select Index by SLP	0	\$90.00
Additional Bilingual Assessment Component by SLP	0	\$60.00
Spanish Articulation Measures (SAM) by SLP	0	\$49.00
Spanish Articulation Standard Assessment by SLP	0	\$65.00
Augmentative Alternative Communication (AAC) Assessment by SLP	0	\$120.00
Additional Language Subtest by SLP	0	\$50.00
Home Coordination by SLP	0	\$120.00
Language Difference vs. Disorder Analysis by SLP	0	\$89.00
Pre-referral Meeting by SLP	0	\$120.00
Bilingual Services by SLP	0	\$120.00
Language Select Index by SLP	0	\$50.00
Fluency Standard Assessment by SLP	0	\$120.00
Early Childhood Language Assessment by SLP	0	\$107.00
Unplanned Student Absence SLP	0	\$20.00

Auditory Processing Select Index by SLP	0	\$88.00
Articulation Standard Assessment by SLP	0	\$75.00
Additional Assessment Component by SLP	0	\$50.00
Review of Records by SLP	0	\$120.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Bilingual Screening by SLP	0	\$120.00
Screening by SLP	0	\$66.00
Classroom Observation by SLP	0	\$49.00

3. OT Assessments

Service	Student Quantity/Groups	Price per Service
Screening by OT	0	\$66.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$120.00
Classroom Observation by OT	0	\$49.00
Standard School-Related-ADL Assessment by OT	0	\$80.00
Standard Sensory Processing Assessment by OT	0	\$80.00
Standard Motor Skills Assessment by OT	0	\$89.00
Standard Visual Perception Assessment by OT	0	\$80.00
Standard Preschool Assessment by OT	0	\$120.00
Additional Assessment Component by OT	0	\$50.00
Home Coordination by OT	0	\$120.00
Informal Fine Motor Assessment by OT	0	\$49.00
Pre-referral Meeting by OT	0	\$120.00
Unplanned Student Absence OT	0	\$20.00

4. BMH Assessments

Service	Student Quantity/Groups	Price per Service
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Review of Records by MHP/Ed Diag	0	\$233.00
Unplanned Student Absence MHP/Ed Diag	0	\$30.00
Teacher Interview by MHP/Ed Diag	0	\$60.00
Student Interview by MHP/Ed Diag	0	\$60.00
Parent Interview by MHP/Ed Diag	0	\$60.00
Intervention Data Analysis by MHP/Ed Diag	0	\$60.00
Functional Behavior Assessment by MHP/Ed Diag	0	\$346.00
Bilingual Services by MHP/Ed Diag	0	\$115.00
Classroom Observation by MHP/ Ed Diag	0	\$115.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Pre-referral Meeting by MHP/Ed Diag	0	\$115.00

Rating Scale Assessment by MHP/Ed Diag	0	\$140.00
Review of Records by MHP/Ed Diag	0	\$233.00
Screening by MHP/Ed Diag	0	\$129.00
Additional Requested Paperwork by MHP/Ed Diag	0	\$60.00
Pre-referral Meeting by MHP/Ed Diag	0	\$115.00
Home Coordination by MHP/Ed Diag	0	\$115.00
Bilingual Services by MHP/Ed Diag	0	\$115.00
Additional Requested Meetings by MHP/Ed Diag	0	\$60.00
Additional Assessment by MHP/Ed Diag	0	\$233.00
Classroom Observation by MHP/ Ed Diag	0	\$115.00
Rating Scale Assessment by MHP/Ed Diag	0	\$140.00
Screening by MHP/Ed Diag	0	\$129.00

5. Psychoeducational Assessments

Service	Student Quantity/Groups	Price per Service
Student Interview by MHP/Ed Diag	0	\$60.00
Teacher Interview by MHP/Ed Diag	0	\$60.00
Parent Interview by MHP/ Ed Diag	0	\$60.00
Intervention Data Analysis by MHP/Ed Diag	0	\$60.00
Functional Behavior Assessment by MHP/ Ed Diag	0	\$346.00
Additional Requested Paperwork by MHP/Ed Diag	0	\$60.00
Pre-referral Meeting by MHP/Ed Diag	0	\$115.00
Home Coordination by MHP/Ed Diag	0	\$115.00
Screening by MHP/Ed Diag	0	\$129.00
Spanish Battery	0	\$367.00
Spanish Select Index	0	\$264.00
Short Cognitive Battery	0	\$145.00
Bilingual Services by MHP/Ed Diag	0	\$115.00
School Psych Consultation	0	\$74.00
Additional Requested Meetings by MHP/Ed Diag	0	\$60.00
Processing Standard Battery	0	\$281.00
Additional Assessment by MHP/Ed Diag	0	\$233.00
Long Cognitive Battery	0	\$281.00
Achievement Standard Battery	0	\$233.00
Classroom Observation by MHP/ Ed Diag	0	\$115.00
Rating Scale Assessment by MHP/Ed Diag	0	\$140.00
Achievement Select Index	0	\$118.00
Processing Select Index	0	\$144.00
Cognitive Select Index	0	\$145.00
Unplanned Student Absence MHP/Ed Diag	0	\$30.00



Evaluation Coordination and Reporting by MHP/ Ed Diag	0	\$290.00
Review of Records by MHP/Ed Diag	0	\$233.00

Document Camera	\$85.00 (each)
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Contracted Students	13
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Assessments Commitment	5
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Psychoeducational Assessment Commitment	\$0
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Monthly Commitment*	\$2,047.50	27.0 hours at \$75.00
December Commitment*	\$1,365.00	18.0 hours at \$75.00

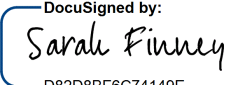

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2022 through June 30, 2023
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Service Order #2 Form

Except as expressly set forth in this Service Order #2, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order #2 and the Agreement, this Service Order #2 shall govern. The terms of this Service Order #2 are confidential information.

The parties have executed this Service Order #2 as of the date of the last signature ("Service Order #2 Effective Date").

<p>PresenceLearning, Inc.</p> <p>By:  D82D8BF6C74149E...</p> <p>Name: Sarah Finney</p> <p>Title: Vice President - Customer Success</p> <p>Date: 2022-06-13</p>	<p>Idaho Department of Juvenile Corrections - ID</p> <p>By: </p> <p>Name: Monty Prou</p> <p>Title: Director</p> <p>Date: 6-10-22</p>
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Sales tax Exempt	

Master Service Agreement

This Master Services Agreement (“Agreement”) entered into as of the date of the last signature (“Effective Date”) by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M, New York, NY 10018 (“PresenceLearning”) and the entity named in an Service Order that is receiving the Services (“Customer”). PresenceLearning and Customer agree as follows:

1. Services. This Agreement shall apply each time Customer engages with PresenceLearning for the provision of services and/or products (“Services”) through a Service Order and/or other mutually agreed upon document. Services will be provided by a licensed clinician (“Clinician”) and includes access to PresenceLearning’s proprietary online therapy platform. All Services, fees, and other obligations will be as set forth in each applicable service order referencing this Agreement (“Service Order”).

2. Platform.

2.1. Access and Use. The Services are provided and delivered through PresenceLearning’s proprietary online therapy platform, which includes evidence-based and user-generated content library; user-visible aspects; proprietary software and technology embodied in the platform; assessments; and proprietary self-guided training modules, (collectively, the “Platform”). The Platform enables engagement between Customer’s students and Customer’s authorized staff (collectively, “Users”) and PresenceLearning’s clinical providers (“Clinicians”). During the Service Order Term, PresenceLearning grants Customer and its Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

2.2. Unauthorized Use. Customer may not disclose to or provide access, allow to use, or display the Platform to any third-party, without express written permission from PresenceLearning. Customer shall establish, maintain, and enforce policies and procedures to safeguard and protect the Platform, which are no less rigorous than reasonable standards Customer maintains and protects its own confidential information. Customer will be responsible for all acts and omissions of its Users who have access to the Platform. Customer will notify PresenceLearning immediately of any unauthorized access to or use of the Platform.

2.3. Changes to Platform. PresenceLearning may, at its sole discretion, make any change or update to the Platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of PresenceLearning’s products or services to its customers, (ii) for the efficiency or performance of Platform, or (iii) to comply with applicable law.

2.4. Safeguard. Customer will not, nor permit or encourage its Users or any third-party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform; (ii) modify, translate, or create derivative works based on the Platform; (iii) use Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Platform. For the avoidance of doubt, all aspects of Platform are the Confidential Information of PresenceLearning, and Customer will comply with Section 5.

2.5. Ownership. PresenceLearning will have and retain sole and exclusive ownership of, and all right, title and interest in the Platform.

3. Fees and Payment Terms.

3.1. Fees; Payment. PresenceLearning shall invoice Customer for the services and Customer shall pay all undisputed amounts due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus PresenceLearning's reasonable costs of collection.

3.2. Clinical Services. The Service Order will list the clinical discipline of the services Customer purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

3.3. Hourly Service Fee. If applicable, the Service Order may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per Clinician pricing.

3.4. Annual Service Fee. If applicable, the Service Order may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If Customer makes any changes, PresenceLearning may make a pricing adjustment to the Annual Service Fee.

3.5. Student Administrative Fee. If applicable, the Service Order may specify Student Administrative Fee which will be billed in the first invoice of the Service Order Term and any Renewal Term on a per student, per service basis. At any time during the Service Order Term, if students are added to receive a Service, Customer will be billed Student Administrative Fee for those students during the month the services start.

3.6. Monthly Commitment. If applicable, the Service Order may specify a minimum dollar payment due each month during the Service Order Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If Customer's fees are less than the Monthly commitment, Customer will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, Customers shall pay the total fees incurred for the month.

3.7. Assessments Commitment. If applicable, the Service Order may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, PresenceLearning will reconcile the Assessment Commitment with actual Assessments given, and Customer will be invoiced for the difference if the Assessment Commitment was not met.

3.8. Psychoeducational Assessments Commitment. If applicable, the Service Order may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Service Order Term. At the end of the Service Order Term, PresenceLearning will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment

fees billed, and Customer will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.

3.9. **Unplanned Student Absence Fee.** If Customer cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), Customer agrees to pay PresenceLearning the applicable Rate for the duration of the scheduled session. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

3.10. **Contracted Students.** If applicable, the Service Order may specify the number of students for whom Customer has purchased Services.

3.11. **Disputes.** Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days.

4. PresenceLearning Materials. PresenceLearning owns all rights, title, and interest, including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, Services, designs, know-how, data, software, graphic art, and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or part, by PresenceLearning or its agents or affiliates, which arise out of the performance of Services, except with regard to materials and intellectual property for which PresenceLearning has a license to use, display, host and administer in providing Services. Customer agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. During the Service Order Term, PresenceLearning grants Customer a non-exclusive, limited license, to reproduce and distribute the materials solely to assist in the provision of Services.

5. Confidentiality.

5.1. Except as otherwise provided in this Agreement, each party will maintain the other party's Confidential Information (as defined below) in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. If there is a breach of this Section 5, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

5.2. "Confidential Information" means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as "Confidential" or "Proprietary," or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party's possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to

be disclosed, provided that the receiving party will notify the disclosing party before disclosing the Confidential Information.

6. Data and Privacy.

6.1. Customer Data. Customer retains all rights, in and to all data, files, information, provided by Customer or User to PresenceLearning.

6.2. State Privacy Laws. PresenceLearning is, and at all times has been, in material compliance with all applicable state laws, rules, and regulations relating to privacy, data protection and the collection and use of personal information collected, used and held for use by the PresenceLearning.

6.3. FERPA. In providing Services or performance under this Agreement, PresenceLearning may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that PresenceLearning has access to FERPA Records, PresenceLearning is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA.

6.3.1. PresenceLearning represents, warrants, and agrees that PresenceLearning will: (1) hold FERPA Records in strict confidence and will not use or disclose FERPA Records without the prior written consent of the appropriate parent or eligible student, except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Customer in writing; (2) safeguard FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which PresenceLearning protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Agreement. PresenceLearning policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

6.3.2. If any person(s) seeks access to any FERPA Records, PresenceLearning will immediately inform Customer of such request in writing. PresenceLearning shall not disclose any FERPA Records without the prior written authorization of an authorized representative of Customer; if the request for access is pursuant to a court order or lawfully issued subpoena, PresenceLearning shall immediately provide Customer with a copy of such court order or subpoena, and must comply with FERPA notification requirements to the parents and/or eligible students.

6.3.3. If PresenceLearning experiences a security breach concerning any FERPA Record, PresenceLearning will notify Customer in a timely manner and take immediate steps to limit and mitigate such security breach as reasonably as possible.

6.3.4. Upon expiration or termination of this Agreement, PresenceLearning shall return and/or destroy all FERPA Records received pursuant to this Agreement as directed by Customer, provided that PresenceLearning shall not be required to destroy copies of any computer records or files containing the FERPA Records which have been created pursuant to automatic archiving or back-up procedures and which cannot reasonably be deleted.

6.4. HIPAA. Student records that are disclosed to PresenceLearning by Customer and maintained within Platform are by definition “education records” under FERPA and not “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, USED and U.S. Department of Health and Human Services (November 2008)

7. Clinicians.

7.1. Credentials and Clearances. For each Clinician PresenceLearning assigned to Customer, PresenceLearning has collected and verified clinicians’ credentials in accordance with the state law of Customer’s state, including state clinician license. If Customer requires additional certification such as Board of Education certifications, then Customer must inform PresenceLearning and provide all necessary information or instructions in a timely manner.

7.2. Background Checks. PresenceLearning conducts background checks, which include criminal background checks and Registered Sex Offender registry checks, on all its employees and Clinicians, and PresenceLearning refreshes such checks on the Clinicians on a yearly basis. If Customer requires additional clearances such as FBI Fingerprinting by the school district, Customer will provide all necessary information or instructions in a timely manner to allow PresenceLearning to convey instructions to Clinicians.

8. Indemnification.

8.1. Indemnification by Customer. Unless prohibited by law, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including attorney’s fees) incurred by PresenceLearning which result from, or arise in connection with, any breach of Customer’s obligations or representations under this Agreement and/or negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement.

8.2. Indemnification by PresenceLearning. PresenceLearning shall indemnify and hold Customer, harmless against any and all claims, demands, damages, liabilities and costs (including attorney’s fees) incurred by Customer which directly or indirectly result from, or arise in connection with, any negligent act or omission or willful misconduct of PresenceLearning, its agents, or employees, pertaining to its activities and obligations under this Agreement.

9. Limitation of Liability In no event will PresenceLearning be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if PresenceLearning knew or should have known of the possibility of such damages. PresenceLearning’s cumulative liability relating to this Agreement will not exceed the actual fees paid by Customer to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no

circumstances exceed \$10,000. Customer acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations PresenceLearning would not enter into this Agreement.

10. Non-Solicitation. Customer shall not, during the Term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any PresenceLearning employee or its clinicians without PresenceLearning's prior written consent. Customer should contact the PresenceLearning account manager with any inquiries concerning the aforementioned.

11. Term and Termination.

11.1. Term. This Agreement shall be in effect from the date of the last signature until terminated by either party with forty-five (45) days prior written notice.

11.2. Service Order Term. Each Service Order will specify a term for which services begin and end.

11.3. Termination for breach. PresenceLearning may, without prejudice to any other remedies available to it by law, terminate this Agreement immediately if Customer commits a material breach of this Agreement, and the breach is not cured within fifteen (15) days after receipt of written notice of the breach.

11.4. Effects of Termination. Upon the expiration or termination of this Agreement for any reason, all amounts owed to PresenceLearning under this Agreement, which accrued before such termination, or expiration will be immediately due and payable.

12. Disclaimer of Warranties. Except as otherwise set out herein, the Services are provided "as is" without any warranty and, except as provided herein, PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

13. Student Benchmarking Data. If Customer collects benchmarking data at the individual or school level in relation to Services provided by PresenceLearning, Customer will provide PresenceLearning a copy of such benchmarking data. To the extent not prohibited by Section 6 of this Agreement or applicable law, PresenceLearning may store indefinitely, use and publish deidentified benchmarking data.

14. Customer Representations and Warranties. 14.1. Customer hereby represents and warrants to PresenceLearning that the undersigned has the right, power, and authority to enter into this Agreement on behalf of Customer.

14.2. Customer hereby represents and warrants that, prior to receiving Services, it will provide PresenceLearning with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by PresenceLearning. Any delay in Customer's ability to provide the specified conditions will delay the ability for PresenceLearning to provide the Services.

14.3. Customer hereby represents and warrants that it will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consents where required.

14.4. Customer represents that it has verified the accuracy, completeness and appropriateness of all Students' medical, educational, demographic, disciplinary, and therapeutic-related information ("Records") prior to Customer's providing PresenceLearning with access to such Records. Customer acknowledges and agrees that the professional duty to educate, supervise and treat the Students lies solely with Customer, and that the provision of Services in no way replaces or substitutes for the professional judgment of Customer.

14.5. Customer acknowledges that PresenceLearning is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Records made available to it pursuant to this Agreement.

15. PresenceLearning Representations and Warranties. PresenceLearning represents and warrants to Customer as follows the undersigned has the right, power and authority to enter into this Agreement on behalf of PresenceLearning.

16. Research; Promotional Materials. The parties agree that mutual consent is required for publication or distribution of any research and/or case studies mentioning either party. However, Customer grants to PresenceLearning the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Service in PresenceLearning promotional materials. Customer can revoke this grant at any time with fifteen (15) days written request.

17. Independent Contractor. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party.

18. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be State the Customer is located.

19. Governing Law. This Agreement will be governed by the laws of the State the Customer is located.

20. Miscellaneous. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement do not affect its interpretation.

21. Assignment. PresenceLearning's rights and obligations under this Agreement will bind and inure to the benefit of its successors and assigns.

22. Survival. The parties' obligations under Sections 2.4, 2.5, 9, 10, 16, and 18 will survive any expiration or termination of this Agreement.

23. Force Majeure. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics, or other acts of God, labor conditions, power failure, and Internet disturbances.

24. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite M, New York, NY 10018, Attn: Legal Department or via email at <mailto:legal@presencelearning.com>. To Customer: Notices will be sent to the address provided to PresenceLearning, or by other legally acceptable means.

25. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

26. Entire Agreement. This Agreement along with any corresponding Service Orders constitutes the entire agreement between the parties regarding the Services and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the Services. This Agreement may only be amended by the mutual written consent of the parties.