

**PRE-PROSECUTION DIVERSION PROJECT**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
**CANYON COUNTY, IDAHO**

THIS AGREEMENT is made this 31<sup>st</sup> day of August, 2023, between Southwest District Health, having a local address at 13307 Miami Lane, Caldwell, Idaho 83607 (hereinafter "SWDH"), and Canyon County, a political subdivision of the state of Idaho, having offices at 1115 Albany Street, Caldwell, Idaho 83605 (hereinafter "COUNTY").

*WHEREAS*, the Canyon County Prosecuting Attorney's Office (hereinafter "CCPA") has been awarded a 2023 Pre-Prosecution Diversion Grant (hereinafter "Grant") by the Idaho Department of Correction (hereinafter "IDOC") in the amount of One Million Eight Hundred Twenty-Nine Thousand Five Hundred Thirteen Dollars and Thirty-Five Cents (\$1,829,513.35) for the purpose of funding inquiry into and potential development of a new Pre-Prosecution Diversion (hereinafter "PPD") program in Canyon County over a term of three years; and

*WHEREAS*, although the CCPA is the documented recipient of this Grant, the proposal and application were developed in close collaboration with SWDH and other local stakeholders in the criminal justice, behavioral health, and crisis support service community and with the expectation that SWDH would lead the development of a framework for successful implementation and management of a PPD program; and

*WHEREAS*, this project is – above all else – a collaborative endeavor undertaken in good faith with the best interest of our community in mind as informed by the shared commitment of all stakeholders to the improvement of the local criminal justice system.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. **PURPOSE**

1.1 COUNTY hereby engages SWDH as an independent contractor to perform the following project and work:

Pre-Prosecution Diversion program development, as described in the 2023 Pre-Prosecution Diversion Program Proposal and its detailed, IDOC-approved budget (hereinafter "Budgeted Activities"), affixed hereto as Attachment 1 and incorporated fully by reference.

SWDH agrees to provide all labor, materials, and services for the Budgeted Activities identified in Attachment 1 in accordance with the terms and conditions of the Grant Agreement, affixed hereto as Attachment 2 and incorporated fully by reference.

1.2 The Parties intend SWDH be bound by this Agreement to the COUNTY in the same manner and to the same terms as the COUNTY is bound to IDOC in the Grant Agreement, Attachment 2.

2. **FUNDING AND COMPENSATION**

- 2.1 This Agreement is funded by monies allocated to the CCPA by IDOC pursuant to the terms of Attachment 2, for the purposes of Attachment 1.
- 2.2 As consideration for the rendering of services under this Agreement, COUNTY shall pay to SWDH out of the Grant funds exclusively an amount not to exceed the sum total of One Million Eight Hundred Twenty-Nine Thousand Five Hundred Thirteen Dollars and Thirty-Five Cents (\$1,829,513.35).
- 2.3 Payments for services rendered shall be made by COUNTY upon SWDH's monthly submission of an invoice certifying that the requested payment is for work, materials, equipment or supplies necessary to the Budgeted Activities. The invoice shall contain a full accounting of all expenses and all backup documentation such as receipts, payroll records, timekeeping records, etc.

Invoices and supporting materials shall be delivered via email to the Canyon County Prosecuting Attorney and the Canyon County Auditor at [pamail@canyoncounty.id.gov](mailto:pamail@canyoncounty.id.gov) and [zach.wagoner@canyoncounty.id.gov](mailto:zach.wagoner@canyoncounty.id.gov), not later than the 5<sup>th</sup> of each month. By the 10<sup>th</sup> of each month, the COUNTY shall review, verify, and forward the invoices and supporting materials to IDOC. Within 15 working days, the COUNTY shall either disburse the funds or request additional information from SWDH sufficient to COUNTY's good faith compliance with the Grant Agreement.

- 2.4 Costs incurred by SWDH that are found by authorized representatives of the COUNTY, State, or Federal government to be unreasonable, improper, or unallowable under law or the terms of the Grant Agreement, or that involve fraudulent, deceptive, or misleading representations by SWDH or its employees or agents, shall be SWDH's sole responsibility.
- 2.5 COUNTY has no right to control the day-to-day performance of Budgeted Activities and none of the employees or contractors of SWDH, including those retained for its convenience in performing the Budgeted Activities, are entitled to any benefit of employment with COUNTY. SWDH is responsible for paying all local, state, and federal sales and employment-related taxes and benefits, such as but not limited to, federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items.

3. **TIME, TERM, AND TERMINATION**

- 3.1 The term of this Agreement shall run from its date of execution through conclusion of the Grant term, as specified in Attachments 1 and 2, to conclude three years hence. Time is of the essence in the performance of the work as specified in this Agreement.

3.2 Either party may terminate this Agreement with or without cause upon thirty days' written notice. Neither the underlying Grant nor this Agreement contemplate profits, anticipated profits, or consequential damages of any kind and all unspent Grant funds shall be returned to IDOC.

4. **LEGISLATIVELY MANDATED CERTIFICATIONS**

4.1 Pursuant to Idaho Code § 67-2346, SWDH certifies that it “is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.” The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

4.2 Pursuant to Idaho Code § 67-2359, SWDH certifies that it “is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.” The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

5. **REPORTS**

<b>Frequency</b>	<b>Type</b>	<b>Period</b>	<b>Due</b>
Monthly	Financial	Prior month	5 days after month end
Quarterly	Progress	Prior quarter Q1 – Jul, Aug, Sep Q2 – Oct, Nov, Dec Q3 – Jan, Feb, Mar Q4 – Apr, May, June	10 days after quarter close
Annual	Progress & Financial	July 1 – June 30	15 days after year end
Program End	Progress & Financial	Program period	30 days after program end

5.1 Quarterly Progress Report: SWDH shall submit a quarterly progress report that provides COUNTY with specific details about progress, accomplishments, upcoming work, and other details concerning the project that gives a robust picture of the project. This information will allow COUNTY to report such picture to IDOC, who can evaluate performance. Even if no progress occurred, the report must be submitted with an explanation.

5.2 Annual Progress Report: SWDH shall submit an annual report which is a summary of the monthly financial and quarterly progress reports.

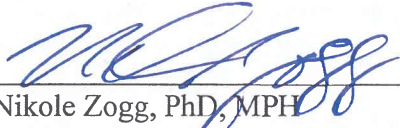
5.3 Program End Report: SWDH shall submit a program end report, which is a summary of all the quarterly progress reports for all years of the program. The program end report shall contain a final accounting of all expenditures and a summary of results. More specifically, the report must note how SWDH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

6. MISCELLANEOUS

- 6.1 Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. To the extent allowed by Idaho law, each Party shall assume complete liability for damages, claims, expenses, or injuries resulting from the conduct of, or caused by, its employees or agents under this Agreement and hold the other Party harmless from and against all liability, claims, loss, costs, and expenses arising out of the acts, omissions, willful conduct and/or negligence of it, its employees or agents.
- 6.2 SWDH represents that none of the work contemplated by this Agreement shall be performed by any person related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred.
- 6.3 The Parties agree to comply with all federal, state, city, and local laws, rules and regulations relevant to the project, including but not limited to Section 601, Title VI, Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Health Insurance Portability and Accountability Act of 1996; Idaho Human Rights Act, Title 67, Chapter 59, Idaho Code; and the Idaho Public Records Act.
- 6.4 The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.

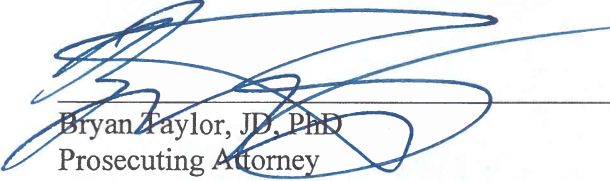
DATED this 16 day of August, 2023.

**SOUTHWEST DISTRICT HEALTH**

  
\_\_\_\_\_  
Nikole Zogg, PhD, MPH  
District Director

DATED this 30 day of August, 2023.




**CANYON COUNTY PROSECUTOR'S OFFICE**

  
\_\_\_\_\_  
Bryan Taylor, JD, PhD  
Prosecuting Attorney

DATED this 31<sup>st</sup> day of August, 2023.

**CANYON COUNTY BOARD OF COMMISSIONERS**

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

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

ATTEST: CHRIS YAMAMOTO, CLERK

By: J Ross  
\_\_\_\_\_  
Deputy Clerk