



Panhandle Health District

Healthy People in Healthy Communities

Public Health
Prevent. Promote. Protect.

Panhandle Health District

CONTRACT NAME: Lakeland School District #272 Nicotine Cessation

CONTRACT AMOUNT: \$4,000

PROJECT CODE: 95115795

FISCAL CONTACT: Christine Crummer

PROGRAM CONTACT: Alicia Keller

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into by Public Health District I, also known as Panhandle Health District, hereinafter referred to as the *district*, and Lakeland School District #272, hereinafter referred to as the *Contractor* to provide youth tobacco cessation services to students attending any Junior High and High School within this school district from September 1, 2024 through May 20, 2025. This Agreement shall be deemed non-exclusive and shall not in any way limit or prohibit cooperation with other providers with similar programs. The Contractor must not provide services nor incur expenses related to this Agreement prior to all parties' written agreement.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the District hereby engages the Contractor as an independent contractor, and not that of an agent, partner, or employee of, or in joint venture with, the District or the State of Idaho, to perform the services set forth herein, and the Contractor hereby accepts such engagement. The Contractor shall remain an independent contractor in relationship to the District for the duration of this Agreement.
2. Liability. The Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions, etc.

The District shall not be responsible or liable for withholding taxes with respect to Contractor's compensation hereunder. The Contractor shall have no claim against the District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security taxes, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. Licenses. The Contractor shall maintain, for the duration of this Agreement, all licenses required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.
4. Insurance. The Contractor shall carry worker's compensation as required by state law, and, liability, malpractice, and errors and omissions insurance in adequate limits where applicable for the duration of this Agreement and relative to any service performed for the District, but in no case in amounts less than \$500,000.

5. Indemnification. Contractor agrees to indemnify, defend and hold harmless the District, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages resulting from injury to persons property arising out of or in connection with the actions of the Contractor, its officers, agents or employees in the performance of the Contractor's duties under this Agreement.
6. Qualification. The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Agreement by a government entity (federal, state or other).

Additionally, the Contractor agrees that compensation under this Agreement will not be used to purchase goods or services from any other entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing services by a government entity (federal, state or other) for the duration of this Agreement.

7. Taxpayer Identification Number. The Contractor shall provide a completed Form W-9, Request for Taxpayer Identification Number and Certification to the District upon execution of this Agreement.
8. Duties and Compensation. The Contractor's duties, compensation, and provisions for payment thereof shall be as set forth in Appendix A
9. Written Reports. The District may require that project plans, progress reports and/or a final results report be provided by Contractor on a predetermined, periodic basis. Any such reports shall be written and submitted in a timely manner and in a format conducive to the communication of the information contained within.
10. Confidentiality. The Contractor acknowledges that during the engagement, Contractor may have access to and become acquainted with information and/or records used by the District in connection with the operation of its business including, without limitation, the District's business processes, methods, customer lists, accounts and procedures. The Contractor agrees to not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the District. All files, records, documents, specifications, information, letters, notes, media lists, original artwork, notebooks, and similar items relating to the business of the District, whether prepared by the Contractor or otherwise coming into Contractor's possession, shall remain the exclusive property of the District. The Contractor shall not retain any copies of the foregoing without the District's prior written permission. Upon the expiration or termination of this Agreement (whichever occurs first), or whenever requested by the District, the Contractor shall immediately deliver to the District all such files, records, documents, specifications, information, and other items in possession by, or under control of, the Contractor.
11. HIPAA. The Contractor acknowledges that it has an obligation, independent of this Agreement, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45CFR Parts 160, 162 and 164. The Contractor shall comply with all amendments to the law and federal regulations made during the term of the Agreement.

12. Conflicts of Interest: Non-hire Provision. The Contractor represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this Agreement, the Contractor shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the District.
13. Termination. The Contractor or the District may terminate this Agreement at any time by providing 30 days' written notice to the other party. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the District at any time may terminate this Agreement immediately and without prior written notice to the Contractor.
14. Choice of Law. The laws of the State of Idaho shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Assignment. The Contractor shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the District.
16. Modification or Amendment. No amendment, extension, change or modification of this Agreement shall be valid unless in writing and signed by all the parties hereto.
17. Entire Understanding. This document and all schedules, exhibits, etc. attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
19. Restrictions on and Warranties - Illegal Aliens. Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 ; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

IN WITNESS WHEREOF the undersigned have executed this Agreement. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Public Health District I aka
Panhandle Health District:

Lakeland School District #272 aka
Contractor:

Name and Title

Name and Title

Date

Date

8500 N. Atlas Road

Hayden, Idaho 83835

Mailing Address

Mailing Address

208-415-5100

Telephone Number

Telephone Number

Signature

Signature

APPENDIX A

Duties of District

A. For the duration of this agreement, it shall be the responsibility of District to carry out the following responsibilities:

1. To provide liaison personnel to Contractor for procedural issues, including the orientation to program components, documentation of attendees, billing, and accountability.
2. District will provide quit tools and required paperwork.

Duties of Contractor

A. For the duration of this agreement, it shall be the responsibility of Contractor to carry out the following responsibilities:

1. The Contractor will identify and schedule course venues.
2. The Contractor will utilize the following approved programs (American Lung Association N-O-T: Not On Tobacco or American Lung Association INDEPTH: Intervention for Nicotine Dependence, Education, & Health) to teach tobacco cessation classes including at a minimum the components of:

- a) Nicotine Addiction,
- b) Consequences of Tobacco Use,
- c) Different Quitting Techniques and Therapies,
- d) Benefits of Being Tobacco Free,
- e) Withdrawal Symptoms,
- f) Coping Strategies,
- g) Stress Management Tools,
- h) Healthy Lifestyles,
- i) Social Supports,

3. The Contractor agrees to complete all required paperwork (Appendix C) within the identified time frames as outlined:

- a) *Student Participant Pre-Survey* for each enrollee attending a program
- b) *ALA Attendance* for each program offered
- c) *Monthly Billing Form*
- d) *Student Participant Post-Survey* completed by all participants attending the last session of a program

APPENDIX 8

Reimbursement, Billing Agreement

Required documentation is to be submitted within fifteen days after the last session (except for the last billing which must be received by the District by May 20, 2025).

Required documentation includes:

- a) *Student Participant Pre-survey* for each enrollee attending a program
- b) *ALA Attendance Form* for each cohort offered
- c) *Monthly Billing Form - Nicotine Cessation*
- d) *Student Participant Post-Survey* completed by all participants attending the last session of a program

Upon receiving required forms for each program offered, reimbursement will be made as follows:

\$40.00 per participant attending each session/ **Maximum reimbursement not to exceed \$160.00 per participant attending a program course** (either 4 of 10 NOT sessions qualify for reimbursement, or any four of the offered INDEPTH sessions qualify.)

The Contractor will be reimbursed up to a maximum contract amount of **\$4,000.00** with the possibility of additional funding as approved by District.

Required documentation and billings are to be submitted to **Alicia Keller** or to any other party designated by her, in connection with the performance of the duties under this Agreement. Billing documentation should be sent to the following address:

Panhandle Health District
Health Promotion
Tobacco Cessation Program
8500 N. Atlas Road
Hayden, ID 83835

Or emailed to: akeller@phd1.idaho.gov

Panhandle Health District shall remit payment of invoices, properly submitted and in accordance with this Agreement within 15 days of receipt.

APPENDIX C

Required Documentation Forms

The following forms are attached:

- a) *Student Participant Pre-Survey*
- b) *ALA Attendance Form*
- c) *Monthly Billing Form*
- d) *Student Participant Pre-Post-Survey*