

**CONTRACT FOR PROFESSIONAL SERVICES  
WITH DONNA J. HARRISON, M.D.**

THIS CONTRACT is entered into between the Office of the Idaho Attorney General and Donna J. Harrison, M.D.

IN CONSIDERATION OF THE PROMISES HEREINAFTER STATED, THE PARTIES AGREE AS FOLLOWS:

**1. Definitions**

A. The term "Attorney General" means the Office of the Idaho Attorney General, P.O. Box 83720, Boise, Idaho, 83720-0010, by and through its authorized representatives.

B. The term "Consultant" means Donna J. Harrison, M.D., 339 River Avenue, Holland Michigan 49423.

C. The term "document" means and includes the original, all drafts prepared in connection with the original, all copies of the original, and drafts of any and all tangible things whether written, recorded, graphic, typewritten, printed, computerized, or otherwise visually or aurally reproduced, including all raw data collected as well as analysis and opinion.

D. The term "litigation" shall mean the proceedings in Case No. 4:11-CV-00433-BLW, McCormack v. Hiedeman, in the United States District Court for the District of Idaho, and/or successor proceedings such as appeals.

**2. Project Coordinators**

A. The project coordinators for the Attorney General shall be Clay R. Smith.

B. The Attorney General may change its project coordinator at any time by written notice to Consultant.

C. Mr. Smith, in his capacity as project coordinator, shall be responsible for the administration of this contract.

**3. Purpose of Contract and Scope of Work**

Consultant shall do all of the following, as required by the Attorney General:

A. Review and analyze documents identified by the Attorney General in the manner requested by the Attorney General; prepare and present testimony and exhibits for use in the litigation when requested to do so by the Attorney General.

B. Provide such support as is requested by the Attorney General for negotiation, mediation, and/or settlement proposals in the litigation.

C. Assist the Attorney General, if requested, in analyzing and preparing court testimony and cross-examination of the parties related to the litigation.

D. To the extent requested by the Attorney General, prepare, gather, and develop information and data for use by other consultants performing services for the Attorney General with respect to litigation, including but not limited to the analysis of and supporting data therefor described in A, B, and C above, relating to the litigation.

#### **4. Commencement of the Work**

A. This contract is a requirements contract. Consultant shall perform such professional services within the scope of work as the Attorney General may require. No specific amount of professional services is ordered hereby.

B. The Attorney General shall order the professional services of Consultant by oral or written communication. If the professional services are ordered by oral communication, the Attorney General shall follow up within seven calendar days with a written confirmation of the oral communication.

C. As required by the Attorney General, Consultant shall cooperate with and coordinate her activities with other consultants retained by the Attorney General.

D. Consultant understands that her work on the litigation may cease at any time at the direction of the Attorney General. The Attorney General may order immediate cessation of all future services by written communication.

#### **5. Work Product**

All documents prepared by Consultant in connection with the litigation are owned by and are for the exclusive use of the Attorney General, and documents that are not public record shall not be disclosed to any person without the prior written consent of the Attorney General.

*EW 7/16/12*

## **6. Disclosure of Information**

A. Any documents provided to Consultant by the Attorney General shall remain the property of the Attorney General, and documents that are not public record shall not be disclosed or disseminated to any person without the prior written consent of the Attorney General. All reports or other documents produced or obtained by Consultant pursuant to this contract shall not be disclosed or disseminated to any person without the prior written consent of the Attorney General. Additionally, Consultant shall not disclose the contents of any confidential communications between Consultant and the Attorney General without the prior written consent of the Attorney General.

B. The provisions of this section shall survive the termination of this contract.

C. Consultant understands that, in the event he serves as a testifying witness in the litigation, documents and information exchanged between Consultant and the Attorney General may be subject to discovery by the opposing party.

## **7. Quality of Work**

A. Consultant's work shall be in accordance with best medical standards.

B. Consultant is not liable for damages caused by delays in performance of the above work which arise from events beyond Consultant's reasonable control. Consultant is not responsible for damages or losses incurred through the use of studies, plans, recommendations or cost estimates in excess of the fees paid to Consultant for these services.

## **8. Timeliness of Work**

Consultant understands that her services may be used for preparation and presentation of the Attorney General's case in the litigation and agrees to make herself available for all court proceedings, as requested. Consultant further agrees to use her best efforts to be present at any meetings as requested by the Attorney General, which may be conducted via telephone, at the discretion of the Attorney General.

## **9. Exclusivity of Work**

A. Consultant shall accept no employment from any other person with respect to the litigation or related proceedings. In addition, Consultant will not enter into contractual or other associations with any party to the litigation, any agent of any party to the litigation, or any person appearing on behalf of a party to the litigation, without the prior written approval of the Attorney General.

B. The provisions of this section shall survive the termination of this contract.

## 10. Compensation

A. The Attorney General shall pay Consultant at the rate of \$400 per hour.

B. The Attorney General shall reimburse Consultant for required travel and lodging expenses at actual cost.

C. The Attorney General shall pay Consultant a food allowance in the amount of thirty dollars (\$30) per day for meals and incidentals. The food allowance shall apply only if Consultant was performing work under this contract while away from Consultant's office in Holland, Michigan, due to travel necessitated by this contract. The food allowance for partial days shall be as follows: (1) Breakfast: \$7.50; (2) Lunch: \$10.50; (3) Dinner: \$16.50.

D. Consultant shall provide the Attorney General reasonable access for purposes of audit to Consultant's records of travel and lodging expenses and other direct expenses. Such access to Consultant's records shall continue for a period of five (5) years after final termination of this contract.

## 11. Payment

A. Consultant shall submit, on a monthly basis, an invoice for services provided.

B. Invoice(s) shall state the following:

- (1) the number of hours of professional services rendered, if any;
- (2) the actual cost of travel and lodging, if any; and
- (3) the food allowance claimed, if any.

C. The invoices shall include as attachments copies of bills for claimed expenses.

## 12. Term

This contract shall take effect when executed by both parties hereto and shall continue in effect until the conclusion of the litigation; until termination by Consultant upon sixty (60) days' written notice; or upon immediate termination by the Attorney

General upon written notice. This contract may be extended by mutual written consent of the parties.

**13. Alteration**

Any change in this contract shall be in writing signed by an authorized representative of the Attorney General and by the Consultant.

**14. Not Employment Contract**

It is understood between the Attorney General and Consultant that Consultant shall at all times remain an independent contractor and that this contract does not create an employer/employee relationship.

**15. Compliance with Laws and Payment of Required Fees**

A. In performance of this contract, Consultant shall comply with all applicable laws and rules, regulations, and determinations of governmental agencies.

B. If Consultant becomes aware of any fee or bond required to be paid in order to proceed with her work under this contract, Consultant shall timely notify the Attorney General. The Attorney General will pay any fee or bond that the Attorney General deems necessary for the continuance of Consultant's work.

**16. Governing Law**

Both parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Idaho.

**17. Assignment of Rights and Delegation of Duties**

A. No party shall assign a right under this contract or delegate a duty under this contract without the prior written consent of the other.

B. If it becomes necessary to subcontract any portion of the work, Consultant shall submit the name of the proposed subcontractor and a copy of the subcontractor's vita. Consultant shall obtain prior written approval from the Attorney General before awarding any subcontract. The Attorney General reserves the right to disapprove of any proposed subcontractor. Consultant is the prime contractor and shall be fully responsible for the acts and omissions of her subcontractor. When authority to subcontract is granted, Consultant shall use written subcontracts drawn in conformity with all applicable laws

and this contract. No provision of this contract shall be construed as a contract between the Attorney General and Consultant's subcontractor.

**18. Entire Contract**

This contract sets forth all the covenants, promises, provisions, agreements, conditions, and understandings between the parties, and there are no covenants, provisions, promises, agreements, conditions, or understandings, either oral or written between them other than are herein set forth.

**19. Indemnification**

A. Consultant shall indemnify, defend and save harmless the State of Idaho, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of Consultant caused by or arising out of Consultant's performance, acts or omissions of any term of this contract.


B. The State of Idaho shall indemnify, defend and save harmless Consultant, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the State of Idaho caused by or arising out of the State of Idaho's performance, acts or omissions of any term of this contract. Nothing in this provision shall extend the liability of the State of Idaho beyond the liability provided by the Idaho Tort Claims Act, Idaho Code § 6-901 *et seq.*

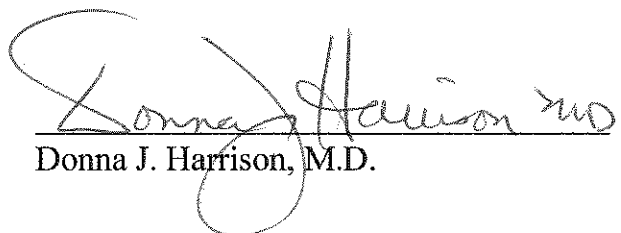
C. The provisions of this section shall survive the termination of this contract.

**20. Effect of Section Headings**

The section headings appearing in this contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

IN WITNESS WHEREOF the parties have executed this contract on the date following their respective signatures.

  
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OFFICE OF THE ATTORNEY GENERAL  
STATE OF IDAHO  
Clay R. Smith  
Deputy Attorney General

  
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Donna J. Harrison, M.D.

Dated: 7/18/12

Dated: July 16, 2012

Taxpayer Identification Number:

Federal: 269 68 0763