

SUPREME COURT OF IDAHO

Noak v. Idaho Department of Correction, 152 Idaho 305

271 P.3d 703 (2012) · No. No. 37788 · Decided January 6, 2012

SUMMARY

The Supreme Court of Idaho affirmed summary judgment for the Idaho Department of Correction and Richard D. Haas in claims arising from John F. Noak's removal and termination as a prison medical director. The court held that Noak could not maintain a good-faith-and-fair-dealing claim against IDOC absent a contractual relationship, that his tort claims against IDOC were barred by the Idaho Tort Claims Act's statute of limitations, and that Idaho Code § 54-1818 immunized Haas's communications to the Idaho Board of Medicine. The court also affirmed an attorney-fee award to IDOC and awarded IDOC fees on appeal regarding the contract claim.

CASE DETAILS

COURT	Supreme Court of Idaho
WRITING FOR THE COURT	J. Jones, Justice; Chief Justice Burdick; Justice Eismann; Justice W. Jones; Justice Horton
JURISDICTION	Idaho
DECIDED	January 6, 2012
DOCKET	No. 37788
DISPOSITION	affirmed
PROCEDURAL POSTURE	Noak appealed from the district court's grant of summary judgment to the Idaho Department of Correction and Richard D. Haas on claims involving breach of the implied covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation, and intentional interference with contract. He also appealed the award of attorney fees to IDOC.
STANDARD OF REVIEW	The Supreme Court applies the same summary-judgment standard as the district court and exercises free review over the entire record. Summary judgment is proper when the pleadings, depositions, admissions, and affidavits show no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	published opinion

PARTIES

John F. Noak, M.D. v. Idaho Department of Correction, Richard D. Haas

TOPICS

summary judgment statute of limitations statutory interpretation attorney fees appellate procedure

PRACTICE AREAS

civil procedure appellate procedure torts contracts statutory interpretation administrative law
government contracts

QUESTIONS PRESENTED

1. Whether IDOC could be liable for breach of the implied covenant of good faith and fair dealing when Noak was not a party to IDOC's contract with PHS.
2. Whether Noak's tort claims against IDOC were barred by the two-year statute of limitations in the Idaho Tort Claims Act.
3. Whether 28 U.S.C. § 1367(d) tolled the Idaho Tort Claims Act limitations period after Noak's federal action was voluntarily dismissed.
4. Whether Idaho Code § 54-1818 immunized Haas from defamation and emotional-distress claims based on his communication to the Idaho Board of Medicine.
5. Whether IDOC was entitled to attorney fees under Idaho Code § 12-120(3).

HOLDINGS

1. A party who is not in a contractual relationship with the defendant cannot maintain a claim for breach of the implied covenant of good faith and fair dealing. Because Noak conceded that he had no contract with IDOC, IDOC was entitled to summary judgment on that claim.
2. Noak's tort claims against IDOC were barred because he filed the action outside the two-year limitations period in the Idaho Tort Claims Act.
3. Section 1367(d) did not toll the Idaho Tort Claims Act's two-year limitations period for Noak's claims against IDOC after the federal action was voluntarily dismissed.
4. Idaho Code § 54-1818 immunizes any person from civil liability for communications, reports, or acts made, given, or handled under the Medical Practice Act, including a layperson's report to the Idaho Board of Medicine concerning physician conduct.
5. IDOC was entitled to attorney fees because Noak alleged a claim based on a contract relating to services, even though he was not ultimately able to establish contractual liability.

KEY QUOTATIONS

"Noak's concession that he had no contract is indeed dispositive." (at 707)

"Accordingly, we hold that 28 U.S.C. § 1367(d) did not toll the two-year statute of limitations in this case."
(at 710)

"No person" means "no person." (at 711)

FACTUAL BACKGROUND

IDOC contracted with Prison Health Services, Inc. to provide inmate medical services, and PHS hired Noak as medical director for the contract. After an incident involving Noak, an inmate, and a medical specialist at the South Boise Women's Correctional Center, IDOC investigated allegations that Noak had grabbed the inmate, pushed the specialist, and threatened the inmate. IDOC demanded that PHS replace Noak, PHS removed him as medical director and fired him, and IDOC employee Haas sent a report concerning the incident to the Idaho Board of Medicine.

PROCEDURAL HISTORY

Noak sued Prison Health Services, Inc., IDOC, and Haas after PHS removed him as medical director and terminated his employment following IDOC's investigation of an inmate incident and demand that PHS replace him. The district court granted summary judgment to all defendants on Noak's conversion claim and to IDOC and Haas on the remaining claims against them, while awarding attorney fees to IDOC. Noak's claims against PHS were partially denied summary judgment and later settled and were dismissed with prejudice. The Idaho Supreme Court affirmed the judgment and fee award.

DISPOSITION

affirmed

CASES CITED

- Hoyle v. Utica Mutual Insurance Co., 137 Idaho 367, 371, 48 P.3d 1256, 1260 (2002)
- Farber v. Idaho State Insurance Fund, 147 Idaho 307, 310, 208 P.3d 289, 292 (2009)
- Idaho Power Co. v. Cogeneration, Inc., 134 Idaho 738, 750, 9 P.3d 1204, 1214 (2000)
- Tolley v. THI Co., 140 Idaho 253, 261, 92 P.3d 503, 511 (2004)
- Harris v. State, Department of Health & Welfare, 123 Idaho 295, 298 n.1, 847 P.2d 1156, 1160 n.1 (1992)
- Coonse v. Boise School District, 132 Idaho 803, 805, 979 P.2d 1161, 1163 (1999)
- Walker v. Shoshone County, 112 Idaho 991, 993, 739 P.2d 290, 292 (1987)
- Raygor v. Regents of the University of Minnesota, 534 U.S. 533, 122 S. Ct. 999, 152 L. Ed. 2d 27 (2002)
- Nevada v. Hall, 440 U.S. 410, 414, 99 S. Ct. 1182, 1185, 59 L. Ed. 2d 416 (1979)
- Jinks v. Richland County, South Carolina, 538 U.S. 456, 465-66, 123 S. Ct. 1667, 1672-73, 155 L. Ed. 2d 631 (2003)
- Thomas v. Medical Center Physicians, P.A., 138 Idaho 200, 209, 61 P.3d 557, 566 (2002)
- Huyett v. Idaho State University, 140 Idaho 904, 911, 104 P.3d 946, 953 (2004)
- Lettunich v. Lettunich, 145 Idaho 746, 749-50, 185 P.3d 258, 262-63 (2008)

- In re University Place/Idaho Water Center, 146 Idaho 527, 544, 199 P.3d 102, 119 (2008)

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