

COMMUNITY SUPPORT AGREEMENT

This COMMUNITY SUPPORT AGREEMENT (“Agreement”) is entered into effective as of July 29, 2020 (“Effective Date”), by and between St. Luke’s Magic Valley Regional Medical Center, Ltd., an Idaho nonprofit corporation (“St. Luke’s”), and [GRANTEE LEGAL ENTITY NAME], an Idaho school (“Recipient”). St. Luke’s and Recipient are each referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, St. Luke’s is dedicated to improving the health of the communities it serves and provides certain grant funding opportunities to support community health initiatives; and

WHEREAS, Recipient has applied for such a St. Luke’s grant and St. Luke’s has approved Recipient’s application.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant from St. Luke’s to Recipient.** St. Luke’s will provide Recipient with a one-time grant in the amount of **\$2000.00** (“Grant Funds”). Recipient must use the Grant Funds specifically as described in Section 2 between the Effective Date and **August 1, 2021** (the “Grant Period”). This grant is subject to the terms of this Agreement and all Exhibits attached hereto, which are incorporated herein by this reference.
2. **Obligations of Recipient.**
 - a. Recipient agrees to use Grant Funds in accordance with the Guidelines set forth on Exhibit A and solely for the project described in its Community Support Grant Application attached hereto as Exhibit B (the “Project”).
 - b. Recipient agrees to commence all grant funded activities in a timely manner and to submit a mid- year and final report to St. Luke’s in accordance with the Project Performance Report form attached as Exhibit C.
 - c. Recipient represents as follows:
 - i. Recipient is exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), is not a “private foundation” as defined in section 509(a) of the Code, and has received a determination letter from the Internal Revenue Service to such effect. Recipient has not, directly or indirectly, engaged in any transaction or activity that could cause its tax exemption to be revoked and no such transaction or activity is currently under consideration. Recipient has fully complied with all applicable statutory and regulatory requirements necessary to retain its status as a tax-exempt organization. The Recipient’s intended use of the Grant Funds is consistent with its tax exempt purpose under section 501(c)(3) of the Code.
 - ii. In the event Recipient is not a 501(c)(3) tax-exempt organization, Recipient represents that it is a government agency/department, public education institution or a quasi-governmental entity.

3. **Extensions and Changes.** Recipient will promptly notify St. Luke's if it (a) will not be able to expend the Grant Funds for the Project; or (b) will not be able to expend all Grant Funds during the Grant Period. Any extensions or changes to the Project are subject to St. Luke's prior written approval.
4. **Contact.** Performance reports and requests for extensions and changes shall be submitted to:

St. Luke's Magic Valley Regional Medical Center, Ltd.
P.O. Box 409
Twin Falls, ID 83303-0409
Attn: Kyli Gough
E-mail: goughk@slhs.org
5. **Right to Modify or Revoke.** The Grant Funds are intended to support the Project during the Grant Period, subject to any modifications in accordance with Section 3. St. Luke's reserves the right to modify or withhold any payments, or to require a total or partial refund of the Grant Funds within thirty (30) calendar days, if and to the extent that Recipient (a) fails to abide by the terms of this Agreement; (b) uses Grant Funds for purposes not approved by St. Luke's; or (c) fails to expend the Grant Funds during the Grant Period.
6. **No Assignment or Delegation.** Recipient may not assign or transfer any of its rights or delegate any of its obligations under this Agreement, whether directly, indirectly, or by operation of law or otherwise, without prior written approval from St. Luke's.
7. **Disclaimer.**

Recipient shall be solely responsible for classifying, budgeting, accounting for, controlling and spending the Grant Funds consistent with the terms of this Agreement. St. Luke's does not make any warranties, representations or guarantees regarding any tax or other implications the acceptance of any Grand Funds, under the terms of this Agreement, might have on Recipient.
8. **Regulatory Compliance.**
 - a. **Compliance.** It is the intent of the Parties that the terms of this Agreement will be in strict compliance with applicable laws, statutes, rules and regulations. If in the opinion of either Party's legal counsel, laws, regulations, interpretations or rulings raise questions regarding the enforceability of this Agreement, or if strict compliance with this Agreement would not be consistent with any applicable laws, statutes, rules or regulations, or if the payment terms of this Agreement are inconsistent with a Party's tax-exempt status, or if any authority commences regulatory or enforcement action, the Parties shall renegotiate any terms of this Agreement to cure the unenforceable term to secure such strict compliance. In the event the Parties, after exercising the utmost good faith, have been unable to renegotiate the terms of this Agreement within thirty (30) days, either Party shall be entitled to terminate this Agreement.
 - b. **Equal Opportunity.** St. Luke's shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and Recipient shall abide by these regulations to the extent applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities,

and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

9. **Miscellaneous.**

- a. **Nature of Relationship.** The Parties agree that neither is an agent, employee, partner or joint venturer of the other. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relation between the parties. Furthermore, neither party shall assume or incur any liability or obligation of any kind on behalf of the other Party without the other Party's express written consent.
- b. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho, without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Idaho.
- c. **No Use of Name.** Recipient shall not use St. Luke's tradenames, service marks, logos, or any other intellectual proprietary property related thereto, for advertising or any other purposes, without the prior, express written consent of St. Luke's.
- d. **Severability.** If any part of this Agreement shall be determined to be invalid, illegal, or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.
- e. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
- f. **Entire Agreement.** This Agreement, including any incorporated Exhibits, constitutes the entire understanding of the Parties and supersedes all prior statements, promises, representations, agreements and understandings, either oral or written, with respect to the matters set forth herein.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have executed this Agreement effective as of the Effective Date.

ST. LUKE'S MAGIC VALLEY
REGIONAL MEDICAL CENTER, LTD.

[RECIPIENT ENTITY NAME]

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____