

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

**THIS COMMUNITY SUPPORT AGREEMENT** (“Agreement”) is entered into effective this \_\_\_1st\_\_\_ day of \_September\_\_\_, 2019 (“Effective Date”), by and between St. Luke’s Magic Regional Medical Center, Ltd. a tax exempt not for profit corporation (herein referred to as “St. Luke’s”) and Kimberly School District (herein referred to as “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 desires to assist in supporting, funding, and implement community health initiatives;

**WHEREAS**, Recipient has identified a need for funding and resources to improve its ability to deliver community health initiatives to its target population;

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

**1. Grant from St. Luke’s to Recipient.**

St. Luke’s agrees to provide Recipient with a one-time payment, in the amount and pursuant to the terms set forth in this agreement and **Exhibit A**, attached hereto and fully incorporated herein (“Grant Funds”).

**2. Obligations of Recipient.**

- a. Recipient agrees to use Grant Funds solely for the requested purpose noted in their Grant Application, attached hereto as **Exhibit B**, and fully incorporated herein. Any use of Grant Funds that is not contemplated in **Exhibit A** must be pre-approved in writing by St. Luke’s through the contact individual provided.
- b. Recipient agrees to commence all grant funded activities in a timely manner.
- c. If Recipient is a 501(c)(3), Recipient represents that it is exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), that it is not a “private foundation” as defined in section 509(a) of the Code, and that it has received a determination letter from the Internal Revenue Service (the “IRS”) to such effect. Recipient has not, directly or indirectly, engaged in any transaction or activity that could cause its tax exemption to be revoked in any year, including the current year, and no such transaction or activity, including any activity contemplated in connection with the donation from St. Luke’s, 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, including without limitation the filing of all returns, reports and other information. The purpose of the donation is charitable within the meaning of section 501(c)(3) of the Code and is within the scope of, in furtherance of, and does not conflict with the Grantee’s exempt purposes as set forth in the Application for the Recognition of Exemption (United States Treasury Form 1023) filed by Recipient pursuant to which the IRS granted Grantee an exemption from taxation under section 501(c)(3) of the Code.

- d. In the event Recipient is not a 501(c)(3), Recipient may still be entitled to the receipt of grant funds so long as Recipient represents that it is a government agency/department, public education institution or a quasi-governmental entity.
- e. The donation and income thereon may not be used for any of the following purposes: (1) to carry on propaganda, or otherwise to attempt, to influence legislation within the meaning of section 4945(d)(1) of the Code; (2) to influence to outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of section 4945(d)(2) of the Code; (3) to make any grant to an individual or organization which does not comply with the requirements of section 4945 (d)(3) of the Code; or (4) to undertake any activity which is not charitable within the meaning of section 501(c)(3) of the Code.
- f. Any funds not expended or committed for the purposes of the donation must be returned to St. Luke's. The Recipient shall promptly notify St. Luke's in advance with respect to any material changes in its charitable purposes. In that event, or in the event that the Recipient fails to keep, fulfill, or perform all of the terms, representation, and conditions of this Agreement, St. Luke's may, in their sole and absolute discretion, terminate any future pledge payments outstanding on this donation (if any) by giving written notice of the termination to the Recipient. St. Luke's shall have no responsibility for any commitments made in reliance on the terms of this donation after the date such notice was received by the Recipient.
- g. Recipient agrees to submit a final report to St. Luke's, fulfilling the report requirements as described in Exhibit B.

**3. Term and Termination.**

- a. **Term.** The term of this Agreement shall be for the period expressed in Exhibit A, or if none is listed, for one (1) year following the Effective Date enumerated above ("Term").
- b. **Termination.** This Agreement may be terminated immediately in the event that either Party defaults in the performance of a material obligation required under this Agreement and such default is not cured to the satisfaction of the non-defaulting Party within fifteen (15) days after the defaulting Party receives written notice of the default. To remove all doubt, Recipient's use of Grant Funds for an unintended or undisclosed purpose constitutes a material breach.
- c. **Effect of Termination.** Upon termination, all Grant Funds not yet expended, or Grant Funds deemed to be misappropriated, shall be returned or repaid to St. Luke's within thirty (30) days of termination.

**4. Disclaimer.**

Recipient shall be solely responsible for classifying, budgeting, accounting for, controlling and spending the Grant Funds provided to Recipient from St. Luke's consistent with the terms of this Agreement. Furthermore, 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.

**5. 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.

6. **Miscellaneous.**

- a. **Nature of Relationship.** The Parties agree that they are independent contractors and neither is an agent, employee, partner or joint venture 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. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to such personnel as employees of the applicable party.
- b. **Governing Law.** The Parties acknowledge that this Agreement has been negotiated and entered into in the State of Idaho. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of 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. **Authorization to Make Agreement.** Each person signing this Agreement on behalf of a Party represents and warrants to the other Party that she/he is duly authorized by the Party to bind such Party to the terms and conditions hereof. Each Party attests that this Agreement is not in conflict with any other existing contract of the Party. This Agreement constitutes a valid obligation of each Party, enforceable according to its terms.
- e. **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. This preceding provision shall expressly survive the termination or expiration of this Agreement.

- f. **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 constitutes the final and entire expression 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.

ST. LUKE'S MAGIC VALLEY REGIONAL MEDICAL CENTER

By: \_\_\_\_\_  
Title: Mike Fenello, VP Population Health

RECIPIENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number