

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT (“AGREEMENT”) is made and entered into this 1st day of June, 2019 (“Effective Date”) by and between Kimberly High School (“School”) and St. Luke’s Magic Valley Regional Medical Center, Ltd., a tax exempt Idaho not for profit corporation (“St. Luke’s”).

RECITALS

- A. St. Luke’s operates St. Luke’s Sports Medicine, which provides athletic training services, athletic training educational services, and related services (hereafter, “Services”) in Southwestern Idaho, including in the city of Kimberly, Idaho.
- B. School desires to obtain Services to support its sports teams and to provide athletic training education to high school or college student who are working for School on a voluntary basis for experience or credit hours (“Student Athletic Trainer”);
- C. St. Luke’s employs athletic trainers and other personnel who are qualified to provide Services to School’s students.
- D. School desires to engage St. Luke’s to provide such Services.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. St. Luke’s Responsibilities for Athletic Training Services

St. Luke’s shall provide Services to School through St. Luke’s personnel for up to the maximum average monthly hours of personnel time set forth in Exhibit A, which is incorporated as if set forth herein, including:

- A. Appoint one of its employees who is a qualified as an Athletic Trainer, Certified (“ATC”) to provide or coordinate the Services under this Agreement. Notwithstanding the appointment of a particular ATC to provide Services to School, St. Luke’s may, with School’s acceptance, which consent shall not be unreasonably withheld, provide Services under this agreement through other appropriate St. Luke’s personnel.
- B. Through the ATC and such other personnel as may be engaged in providing Services, St. Luke’s shall:
 - 1. Cover the athletic event events as selected by the School and communicated to St. Luke’s in advance.

2. Assist in the development of a student athletic training program for Student Athletic Trainers and, if applicable, provide School with evaluations for Student Athletic Trainers.
3. Be responsible for ordering of athletic training supplies in a timely manner and in conjunction with the approval of the School. Notwithstanding the foregoing, School shall be solely responsible for the cost and storage of such supplies.
4. Prepare and maintain athletic supply kits for each team on the schedule for that team's use throughout the season.
5. Recommend athletic training room equipment for School to consider purchasing.
6. Develop and implement an injury documentation system to capture injuries of the students participating in the School's athletic program.
7. Be available to the School's coaches for consultation regarding performance enhancement, including warm-up routines, strength training, conditioning, and off-season programs.
8. Within the scope of the training and licensure of the personnel providing Services under this Agreement, assist with treatment of athletic injuries under direction of the team physician and, if applicable, the athlete's personal physician or physical therapist. Notwithstanding the foregoing, St. Luke's shall not be responsible for providing assistance with treatment of athletes participating in activities that are non-sanctioned by the Idaho High School Activities Association (for example, Rugby, Lacrosse, and Hockey).
9. Consult with team physician, the injured athlete's personal physician (if one is established), or physical therapist regarding the injured athlete's ability to return to practice or play sports. Notwithstanding the foregoing, School acknowledges and agrees that the decision as to whether an athlete should return to practice or play sports rests entirely with the team physician or the athlete's personal physician.
10. Be available for School's in-service education training sessions as scheduled.
11. Have the ability to provide athletes with referral information to St. Luke's medical professionals upon request by the athlete's parents.

Section 2. Provider Qualifications and Requirements

- A. All personnel provided by St. Luke's to fulfill its obligations under this Agreement shall (1) have a current Idaho license to perform the associated Services, if such license is required (2) have appropriate training and experience for the provision of Services contemplated under this Agreement, and (3) be acceptable to School, which acceptance shall not unreasonably be withheld.
- B. All St. Luke's' personnel shall abide by the School's applicable policies and rules and regulations when performing Services hereunder to the extent such policies, rules and regulations do not conflict with St. Luke's policies and procedures.
- C. The ATC shall have the following qualifications:
 - (1) A Bachelor degree in Athletic Training or other applicable degree or comparable experience, at St. Luke's discretion;
 - (2) Certification by the National Athletic Trainers' Association Board of Certification (NATABOC);
 - (3) Be certified to perform CPR services; and
 - (4) Minimum of two years of experience as an ATC at secondary level or comparable experience, preferred but not required.
 - (5) Licensure issued by the Idaho State Board of Medicine to practice as an Athletic Trainer in Idaho.
- D. St. Luke's, and its employees and associates, in the performance of the obligations and duties under this Agreement, shall also comply with all applicable laws, rules and regulations of governmental authorities and the clinical and ethical standards of their respective professional associations.

Section 3. School Responsibilities

- A. Compensation. In consideration of the athletic training and educational Services specified in this Agreement, School shall pay to St. Luke's the amount of \$25,000 per school year. Compensation shall be paid in 10 monthly installments of \$2,500 for Services provided during the calendar year or compensation may also be paid as set forth in Exhibit A. The contracted amount is subject to an annual 3% rate increase, which will be discussed and agreed upon between St. Luke's and School prior to increase.
- B. School agrees that the St. Luke's Sports Medicine Coordinator will be responsible for scheduling the work of all personnel, including the ATC, providing services under this Agreement. School agrees to provide advance

notice to the Sports Medicine Coordinator of its desire to schedule St. Luke's personnel for events and assignments under this Agreement. St. Luke's shall make good faith efforts to accommodate School's scheduling requests, but School acknowledges that St. Luke's personnel shall not be required to provide Services on any of St. Luke's or School's designated holidays.

- C. Facilities. School will provide adequate training room space and equipment in which the athletic training program can be safely and professionally conducted. Whenever possible, School will consult with the ATC prior to making changes, additions or otherwise obligating space needed for the training room space and equipment.
- D. Additional Services.
 - (1) School shall ensure that St. Luke's Sports Medicine is recognized as the official provider of Athletic Training services in public address announcements during games when possible and when such services are present.
 - (2) School shall ensure that St. Luke's is recognized in all of School's programs and flyers at School's expense.
 - (3) School will give St. Luke's the opportunity and space in a prominent location to display two (2) banners, which measure in size a minimum of two (2) feet high by six (6) feet in length, advertising St. Luke's, at each covered event.
 - (4) School shall provide to St. Luke's correct dates and times for all Covered Events in a timely manner.

Section 4. Independent Contractors.

- A. In performing the work, duties, and obligations under this Agreement, St. Luke's, and its employees, will at all times be acting and performing as independent contractors. School shall neither have nor exercise any control or discretion over the methods by which St. Luke's or its employees perform their work and functions, except that St. Luke's agrees that each employee shall comply with the terms of this Agreement.
- B. Responsibility for Salaries. St. Luke's shall be solely responsible for all salaries, compensation, benefits or other consideration paid to the ATCs and any other St. Luke's employees and agents, and St. Luke's, its employees and agents shall not be entitled to any of the benefits which School provides for School employees. School will not withhold on behalf of St. Luke's or St. Luke's' agents or employees any sums for federal or state income tax,

unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body. All such payments, withholding and benefits, if any, with respect to Services rendered under this Agreement are the sole responsibility of St. Luke's, which responsibility St. Luke's agrees to carry out as required by applicable law.

- C. School Retains Control of its Employees and Facilities. Notwithstanding anything expressed or implied in this Agreement to the contrary, School shall have and retain exclusive control and authority over School employees and exclusive control and authority over the management, operation and use of all School facilities.

Section 5. Term and Termination.

- A. This Agreement shall be in effect for 36 months, beginning June 1, 2019 and ending on May 30, 2022. This Agreement shall then automatically renew for additional 12 month periods, unless terminated as set forth herein.
- B. Either party may terminate this agreement due to the breach of the other party of the terms of the Agreement, provided that the terminating party has given the other party thirty (30) days' prior written notice specifying the breach, and the breaching party has failed to correct the breach within said thirty (30) day period.
- C. Either party may terminate this Agreement upon 90 days' written notice.

Section 6. Notice.

Any notice required to be given under this Agreement from one party to the other shall be deemed given when delivered personally or by certified mail, return receipt requested, addressed to the party in question at the following address:

To St. Luke's: St. Luke's Magic Regional Valley Medical Center, Ltd.
738 N. College Rd.
Suite C
Twin Falls, ID 83301
Attn: Chad Johnson, DO, Regional Medical Director for
St. Luke's Clinic Sports Medicine - Magic Valley

To School: Kimberly High School
141 Center St. E.
Kimberly, ID 83341
Attn: Kirby Bright, Athletic Director

Notice sent by mail shall be deemed to have been delivered on the date delivery as indicated on the certified mail receipt or the date of personal delivery.

Section 7. *Liability Insurance.*

- A. St. Luke's shall maintain professional liability insurance covering the acts or omissions of its employed personnel providing Services under this Agreement. St. Luke's also agrees to maintain worker's compensation and all other forms of insurance required of employers in the State of Idaho. St. Luke's will notify School as soon as practical in the event of any proposed or actual cancellation, or significant change in coverage for any St. Luke's' professional liability insurance.

- B. School shall maintain comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate during the term of this Agreement. School shall encourage all student athletes to maintain health insurance coverage.

Section 8. *Indemnity.*

St. Luke's agrees to indemnify and hold harmless School from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever, caused by St. Luke's, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or in connection with, or incidental St. Luke's performance of services pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

School agrees to indemnify and hold harmless St. Luke's from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever, caused by School, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or in connection with, or incidental to performance of services pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

Section 9. *Entire Agreement and Amendment.*

This Agreement contains the entire agreement of the parties. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force for effect. This Agreement may be modified by a written amendment executed by both parties.

Section 10. *Approval.*

Any approval required by a party to this Agreement will not be unreasonably withheld.

Section 11. Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of Idaho.

Section 12. Severability.

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 13. Remedies.

Each party shall be entitled to all rights and remedies provided at law or in equity for the breach of the terms of this Agreement, including the right of the prevailing party to receive reasonable attorney's fees and costs incurred in the enforcement of the terms of this Agreement.

Section 14. Cooperation.

Each party shall cooperate with the other in good faith to resolve day-to-day matters affecting this Agreement and the effective delivery of athletic training and educational Services contemplated under this Agreement.

Section 15. Assignment.

Neither party can assign this Agreement without the express, written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 16. No Third-Party Beneficiaries.

Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein.

Section 17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 18. Entire Agreement.

This Agreement, the Exhibits, and any addenda attached hereto constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, there being no prior written or oral promises or representation not incorporated herein with respect to such matters.

Section 19. Authority.

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. This Agreement is binding upon each party in accordance with its terms.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective as of the Effective Date above.

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

By: Mike Fenello
Its: Administrator

Date: _____

KIMBERLY HIGH SCHOOL

By: Luke Schroeder
Its: Superintendent

Date: _____

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$25,000 per year, payable in 2 equal installments, one in August and one in January. In return, St. Luke's shall provide a full time Athletic trainer (average 40 hours/week) . Hours may vary by month depending on the high school's athletic training service needs according to their academic and sports calendars.