

**ST. LUKE’S REGIONAL MEDICAL CENTER, LTD.
AND
KIMBERLY HIGH SCHOOL
ATHLETIC TRAINING SERVICES AGREEMENT**

THIS ATHLETIC TRAINING SERVICES AGREEMENT (“Agreement”) is made and entered into this day of , 2025 (“Effective Date”), by and between Kimberly High School (“School”) and St. Luke’s Magic Valley Regional Medical Center, Ltd. (“St. Luke’s”), for athletic training services. School and St. Luke’s are each referred to as a “Party” and collectively as the “Parties” to this Agreement.

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, ID.
- B. School desires to obtain Services to support its sports teams and to provide athletic training education to high school or college students 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 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(s) 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 athletes 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 the team physician, the injured athletes personal physician (if one is established), or physical therapist regarding the injured athletes 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 athletes 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.
Personnel 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, (2) have appropriate training and experience for the provision of Services contemplated under this Agreement, and (3) be reasonably acceptable to School. 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.
- B. The Head ATC shall have the following qualifications:
 - (1) A Bachelor's 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 qualified to perform CPR services; and
 - (4) Minimum of two years of experience as an ATC at a 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.
- C. 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's 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 \$25,000 per school year. Compensation shall be paid in ten (10) equal monthly payments of \$2,500 due on or before the 10th of each month for services provided during the calendar year. The contracted amount is subject to an annual 3% rate 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 Head ATC prior to making changes, additions or otherwise obligating space needed for the training room space and equipment.
- D. Additional Services.
- 1. School shall also 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. St. Luke's will be given 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, routine public announcements, 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 fashion.
5. St. Luke's will have the ability to advertise in any future collateral marketing opportunities as agreed upon by both parties.

Section 4. Independent Contractors.

- A. In performing the word, duties and obligations under this Agreement, St. Luke's, and its employees, will at all times be acting and performing as independent contracts. 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. 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 [REDACTED], 2025 and ending on [REDACTED], 2028. After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, each a "Renewal Term," unless either party gives ninety (90) days written notice of its intent not to renew or its intent to negotiate any modifications to the terms of this Agreement. The Initial Term and all Renewal Terms are collectively the "Term" of this Agreement.
- B. This Agreement shall terminate upon either party's failure to abide by and perform fully and faithfully the terms of this Agreement, provided that the terminating party has given the other party thirty (30) days' prior written notice specifying the violation, and the violating party has failed to correct or commence to correct the violation within said thirty (30) day period.
- C. Either party may terminate this Agreement upon ninety (90) days written notice to the other Party.

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 Regional Medical Center, Ltd.
190 E. Bannock St.
Boise, ID 83712
Attn: VP and General Counsel

To School: Kimberly High School
141 Center St. E.
Kimberly, ID 83341
Attn: Luke Schroeder, Superintendent

Notice sent by mail shall be deemed to have been delivered on the date delivery is 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 9.
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 to 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 judgement 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 judgement 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 11.
Approval.***

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

***Section 12.
Governing Law.***

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

***Section 13.
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 14.
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 15.
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 16.
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 17.
No Referrals.***

Nothing contained in this Agreement shall obligate either Party to refer patients who are the beneficiaries of federal or state health care programs to the other Party. To the best knowledge of the Parties, after diligent inquiry, the compensation provided for in this Agreement is consistent with fair market value in an arm's length transaction and was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or other federal health care program.

***Section 18.
No Third-Party Beneficiaries***

Nothing in this Agreement is intended to 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 19.
Counterparts.***

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Agreement. 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 20.
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 21.
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 HEALTH SYSTEM

KIMBERLY HIGH SCHOOL

By: Sandee Gehrke
Its: Senior Vice President, COO

By: Luke Schroeder
Its: Superintendent

Date: _____

Date: _____

EXHIBIT A

For Services provided pursuant to the Agreement, School agrees to pay St. Luke's \$25,000 per year, payable in 10 monthly installments of \$2,500. In return, St. Luke's shall provide a full time Athletic Trainer (average 40 hours/week). Hours may vary by month depending on the School's athletic trainer service needs according to their academic and sport calendars.

