

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
Sept./Oct./Nov. 2020	Holly Porter & Margaret Lucero	\$2,275.00
20/21 yr.	(Teaching virtual workshops) Twin Falls County (MOU) Tutor for Safe House	\$25.00/hr.
20/21 yr.	Erin Bruno Consulting (Training-Bickel)	\$3,750.00
20/21 yr.	St. Luke's (Athletic training, etc./CRHS)	\$15,000/yr.
20/21 yr.	St. Luke's (Athletic training, etc./TFHS)	\$15,000/yr.

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*

Co-Teaching Professional Learning Sessions

This Contract is between **Twin Falls School District** (the "Client") and independent consultants: **Holly Porter** and **Margaret Lucero** (the "Business").

Project Address: Twin Falls School District, Twin Falls, ID – Virtual Sessions

The Contract is dated September 11, 2020.

1. Scope of Work/Payment:

1.1. Project Description: The Client is hiring the Business to lead the following courses: **Co-planning for Language through Content** and an **Administrator Session** via four separate virtual sessions.

Overview & Co-planning for Language through Content

- **OUTCOMES:**
 - Review the co-teaching rubric and understand the foundational components of a co-taught program model for English language supports
 - Understand the value added "what I bring to the planning table" aspects of co-planning based on role: EL Specialist or Content Teacher.
 - Use the LASER planning template to design lessons that integrate language and content
 - L - Learning and Language Targets
 - A- Analysis of Data
 - S - Strategies and Scaffolds
 - E - Evaluation
 - R - Roles and Responsibilities

Administrator Session

- **OUTCOMES:**
 - Understand the importance of co-planning; having time set aside; including long range planning
 - Review the co-teaching rubric to self-assess their school
 - Learn about look for's (observation walk through tools) that can support the program
 - Create an individualized goal setting sheet that includes goals for the following times of the year: By October, By Winter Break, By Spring Break, By End of the school year

1.2. Schedule: The virtual workshops for **Overview & Co-planning for Language and Content** will be co-taught by Holly Porter and Margaret Lucero and will take place on: September 17 from 12:45-2:45 PM, October 13 for two hours, times TBD and November 17 for two hours, times TBD, 2020 with the exception of unforeseen circumstances or failure to meet payment requirements. The virtual workshop for the **Administrator Session** will be led by Holly Porter and will take place on September 18, 2020 from 9-11 AM.

1.3. Payment Schedule:

1.3.1. **Milestone/Progress Payments:** The Client will pay the Business \$2,275.00 on the following schedule. **Client Initial Here** _____

1.3.1.1. \$1,950.00 (\$975.00 to Margaret Lucero and \$975.00 to Holly Porter) for September 17, October 13 and November 17, 2020 **Co-planning for Language Through Content**. Invoices will be sent to the client on or before the week of November 23, 2020.

1.3.1.2. \$325.00 to Holly Porter for September 18, 2020 **Administrator Session**. Invoice will be sent to the client on or before the week of November 23, 2020.

1.4. Payment Terms: Payment shall be made to the Business via check or direct deposit. The Business will send an invoice for each installment completion. If any invoice is not paid when due, this could result in suspension or termination of the project. If the Client fails to pay for the Services when due, the Business reserves the right to treat such failure as a breach of this Contract. Any legal fees associated with such will be the Client's responsibility.

1.4.1. **Invoices:** The Business will invoice the Client on the dates listed in the Payment Schedule section. The Client agrees to pay the invoice with the amount owed **within 30 days**.

1.4.2. **Late Payments:** If the Client fails to pay the Business on time per agreed upon payment schedule, the Business may suspend work until delinquent payments are brought current. If payments are delinquent for more than 30 days then the Client will be subjected to a late fee of 15% of the amount owed.

1.4.3. **Expenses:** Client shall pay to the Business any expenses incurred by the Business in the provision of services under this Agreement, including, but not limited to travel expenses based on federal rates for mileage and per diem lodging, meals and incidentals no later than 30 days after receipt is provided.

1.5. Refund and Cancellation Policy:

1.5.1. **No Refunds:** Services completed as described in this contract are not subject to refunds. The Client will not be reimbursed for services cancelled once work has begun. **Client Initial Here** _____

2. General:

2.1. Modification(s): To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.

2.2. Signatures: The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.

3. Term and Termination: This Contract ends on November 18, 2020, unless the Client or the Business ends the contract before that time or both parties mutually extend the

contract. If one of the parties chooses to end the Contract prior to project completion, the Client is responsible for paying for all work and costs incurred up until that date.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date _____
Holly Porter, Independent Contractor (Business)

Date _____
Margaret Lucero, Independent Contractor (Business)

Date _____
Twin Falls School District, (Client)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this _____ day of _____, 2020, between _____ (CONTRACTOR), an employee of Twin Falls School District; Twin Falls School District (SCHOOL DISTRICT), incorporated and existing under the laws of the State of Idaho; Safe House, a state licensed group home; and Twin Falls County (COUNTY), a political subdivision of Idaho, acting through its governing body the Board of County Commissioners.

The parties agree as follows:

1. **SCOPE OF WORK:** COUNTY engages CONTRACTOR provided by SCHOOL DISTRICT to perform the individual as well as group educational instruction with Safe House as a part-time educator/tutor as set forth in this Agreement.
2. **EFFECTIVE DATE:** This contract shall be effective when signed by all parties.
3. **TERM:** This contract shall be effective when signed by all parties and shall continue for one (1) year from the effective date, or until funding and grants are no longer available for the position, whichever occurs first.
4. **TERMINATION:** Termination by CONTRACTOR must be in writing and delivered two weeks prior to the termination date. Safe House Director and/or COUNTY may terminate this agreement at any time without notice. Such termination must be in writing with an explanation of the reasons for the decision. Otherwise, this Agreement shall continue based on funding and grant availability.
5. **PAYMENT:** The SCHOOL DISTRICT will be funding the CONTRACTOR, having set aside funds specifically to provide a tutor to Safe House. SCHOOL DISTRICT agrees to pay CONTRACTOR for services rendered under this Agreement on an hourly basis at the rate of **\$25.00/hour**. Hours will be established between Safe House and the CONTRACTOR to work best with the CONTRACTOR's schedule.
6. **DUTIES OF THE PARTIES UNDER THE CONTRACT.**
 - a. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR:** In consideration of payment from SCHOOL DISTRICT on the behalf of COUNTY (as described below), CONTRACTOR will perform the following services:
 - i. To represent self in an appropriate manner in both appearance and attitude when performing duties.
 - ii. To be reliable and timely in fulfilling any part of the agreement.
 - iii. To seek and accept the guidance and support of the Safe House Director (Director) in completing assignments.
 - iv. To perform a quality job that fully utilizes CONTRACTOR'S talents and skills.
 - v. To provide notices of absence and of intention to terminate. (See Termination Clause above.)

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE

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- vi. To ensure that the academic instruction being provided is accurate and reflective of the current school curriculum.
- vii. In the event that additional work or outside services are required, CONTRACTOR shall provide notice to the COUNTY, and be subject to approval by the COUNTY.

b. **COUNTY'S DUTIES:** In exchange for the above service, the COUNTY shall perform the following to facilitate this agreement:

- i. To provide feedback to SCHOOL DISTRICT on an as-needed basis regarding performance, attitude, praise and/or concerns of the CONTRACTOR.
- ii. To provide adequate notice if CONTRACTOR'S hours will be reduced due to funding or grant issues as communicated to the COUNTY by the SCHOOL DISTRICT.
- iii. To provide notice if the position must be eliminated due to budget issues or if the grants and funding are inadequate to maintain the position.

7. CONTRACTOR'S RIGHTS:

- a. To receive a clear description of duties in order to perform contracted services, and the opportunity for a meaningful work experience.
- b. To be provided, within reason, the information, guidance, resources, and tools necessary to meaningfully and productively perform the contracted services.
- c. To receive consideration and responses to suggestions, questions and concerns, including timely feedback.
- d. To have access to the Director for assistance in resolving problems.
- e. To receive respect and appropriate recognition and appreciation for efforts and contributions.
- f. At the discretion of the Director, depending on the nature of the work, CONTRACTOR may be entitled to incidental expenses. Reimbursements shall be made monthly. At the beginning of each month, a Safe House employee will gather the necessary records from the CONTRACTOR. Should this not happen, CONTRACTOR is responsible to deliver all pertinent records to the Director.

8. SCHEDULES AND HOURS: Duty hours will be mutually agreed upon between COUNTY and CONTRACTOR. Hours will be based on upon CONTRACTOR's schedule and availability.

9. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent CONTRACTOR and is not an employee, servant, agent, partner, or joint venturer of COUNTY. COUNTY shall determine the work to be done by CONTRACTOR, but CONTRACTOR and SCHOOL DISTRICT shall determine the legal means by which it accomplishes the work specified by COUNTY.

10. FEDERAL STATE AND LOCAL PAYROLL TAXES: As CONTRACTOR is an employee of the SCHOOL DISTRICT, neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated

as an employee of the COUNTY with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR'S income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

11. **LICENSES AND LAW:** CONTRACTOR represents that he or she possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of these services.
12. **FRINGE BENEFITS:** Because CONTRACTOR is an employee of SCHOOL DISTRICT, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.
13. **WORKERS COMPENSATION:** SCHOOL DISTRICT shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance.
14. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR'S sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein, except as otherwise stated in this agreement.
15. **MERGER:** This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are no promises, terms, conditions or obligations other than those contained in this Agreement. All previous contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.
16. **INSURANCE:** The SCHOOL DISTRICT must maintain personal professional liability insurance on CONTRACTOR and his or her property. Proof of said insurance must be provided to the COUNTY. CONTRACTOR is aware that he/she is not covered by the COUNTY insurance policy.
17. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this Agreement.
18. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
19. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE

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action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

20. JURISDICTION: This agreement shall be governed and interpreted by the laws of the State of Idaho, with venue in the Fifth Judicial District, County of Twin Falls, State of Idaho.

Dated this ___ day of _____, 2020.

TWIN FALLS COUNTY BOARD OF COMMISSIONERS

Don Hall, Chairman

Jack Johnson, Commissioner

Brent Reinke, Commissioner

Attest:

Kristina Glascock, Clerk

TWIN FALLS SCHOOL DISTRICT

Twin Falls School District, Board Chair

CONTRACTOR - TUTOR

Print name:

TWIN FALLS SCHOOL DISTRICT TUTOR FOR SAFE HOUSE

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Social Decision Making

Erin 973-715-0161

Social Decision Making/Problem Solving Program
Erin Bruno, Director
248 Long Meadow Road
Bedminster NJ 07921

Bickel Elementary Social Decision Making/Problem Solving Program
Training Proposal

Introductory Kick Off Training	\$ 500
Part One Training/Readiness Training (this can be done in 2 online sessions)	\$1,500
Problem Solving Training (One on-online session)	\$ 750
10 hours of technical assistance And consultation	\$1,000
Grand Total \$3,750.00	

Erin M. Bruno, MA

Erin Bruno
Director Social Decision Making

Bickel Elementary School

[Street Address, City, ST ZIP Code]

[Telephone]

[Email]

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 24th day of June, 2020 ("Effective Date") by and between Canyon Ridge 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 Southern Idaho, including in the city of Twin Falls, 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'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 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 \$15,000 per school year. Compensation shall be paid in 10 monthly installments of \$1,500 for Services provided during the calendar year. 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 August 1, 2020 and ending on July 31, 2023. 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, Associate Medical Director for
St. Luke's Clinic Sports Medicine - Magic Valley

To School: Canyon Ridge High School
300 N. College Rd. W.
Twin Falls, ID 83301
Attn: Sean Impomeni, 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 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 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.

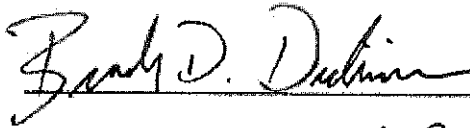
ST. LUKE'S MAGIC VALLEY REGIONAL
MEDICAL CENTER, LTD.



By: Pamela Lindemoen
Its: Administrator

Date: 08-04-2020

CANYON RIDGE HIGH SCHOOL



By: Sean Impomeni *Brady D. Dickinson*
Its: Athletic Director *superintendent*

Date: 7/23/20

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$15,000 per year. 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.

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 4th day of May, 2020 ("Effective Date") by and between Twin Falls 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 Southern Idaho, including in the city of Twin Falls, 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");
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Section 1. St. Luke's Responsibilities for Athletic Training Services

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- 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'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 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 \$15,000 per school year. Compensation shall be paid in 10 monthly installments of \$1,500 for Services provided during the calendar year. 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 August 1, 2020 and ending on July 31, 2023. 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, Associate Medical Director for
St. Luke's Clinic Sports Medicine - Magic Valley

To School: Twin Falls High School
1615 Filer Ave. East
Twin Falls, ID 83301
Attn: Nancy Jones, 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.

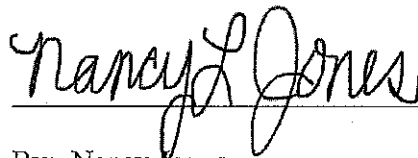
INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective as of the Effective Date above.

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

By: Pamela Lindemoen
Its: SVP COO

Date: _____

TWIN FALLS HIGH SCHOOL



By: Nancy Jones
Its: Athletic Director

Date: _____

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$15,000 per year. 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.