

ST. LUKE'S REGIONAL MEDICAL CENTER, LTD.

MELBA HIGH SCHOOL

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2019 ("Effective Date"), by and between Melba High School ("School") and St. Luke's Regional Medical Center, Ltd. ("St. Luke's") on behalf of St. Luke's Sports Medicine ("SLSM"), for athletic training services. School and St. Luke's are each referred to as a "Party" and collectively as the "Parties" to this Agreement.

WHEREAS, St. Luke's provides athletic trainers and athletic training services for sporting events; and

WHEREAS, School hosts sporting events, and desires to obtain athletic training services for the participants of the sporting events.

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

- 1. St. Luke's, through SLSM, shall provide the following athletic training services (collectively "Services") during mutually agreed upon regular season home sporting events, and hosted tournaments:**
 - A. Be available for weekly in-school injury clinics (as needed).
 - B. Evaluate and assess injuries, and assist with treatment of injuries within the scope of athletic trainer experience, training, and licensure, onsite at the sporting events.
 - C. Provide preventative/protective taping, wrapping and/or bracing of injuries, onsite at the sporting events.
 - D. Provide first aid and wound care, onsite at the sporting events.
 - E. Be available for school's in-services, education training sessions, and student athlete/parent meetings as scheduled.
 - F. Other services as mutually agreed upon.
- 2. If the School chooses, it may:**
 - A. Recognize St. Luke's as the official athletic training provider through PA announcements during games and tournaments.
 - B. Recognize St. Luke's in the school's sports programs and flyers.
 - C. Allow St. Luke's to display, in a prominent locations (gym and football, baseball or softball fields), two (2) St. Luke's banners, which are similar in size and shape of other sponsor banners at each covered event, at St. Luke's expense.
- 3. School shall:**
 - A. Maintain sufficient insurance to protect School against claims filed by third parties for damages related to the games and tournaments.
 - B. Follow the procedures related to concussions as described in the attached Exhibit A, which Exhibit A is hereby fully incorporated herein.
- 4. General Terms Conditions.**
 - A. Licensure. All personnel provided by St. Luke's to provide Services pursuant to this Agreement shall be duly licensed, as applicable and necessary.
 - B. Term. This Agreement shall commence on the Effective Date and shall remain in effect for one (1) year. Unless terminated in accordance with the Agreement, this Agreement shall automatically renew for three (3) successive one (1) year terms. Notwithstanding the foregoing, the terms and conditions relating to insurance and indemnification shall continue in effect after the expiration of this Agreement.

- C. Termination. Either Party may terminate this Agreement, without cause, upon thirty (30) days written notice sent to the address in the signature block.
- D. Insurance. School shall obtain and keep in force a policy of insurance with minimum coverages of \$1,000,000/\$3,000,000 for protection against any and all claims and expenses which might arise by reason of the professional activities and services of School hereunder. A certificate showing such coverage shall be furnished to St. Luke's upon request, and shall contain a provision endorsed thereon that such coverage will not be canceled or terminated without thirty (30) days prior notice.
- E. Indemnification. Without regard to the limits of their policies of general liability and other appropriate insurance coverage set forth in this Agreement, each Party agrees to indemnify and hold harmless the other from all fines, claims, demands, suits, actions, or costs, including legal fees of any kind or nature arising by reason of the indemnitor's acts or omissions in the course of its performance of its obligations under this Agreement.
- F. 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.

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

ST. LUKE'S REGIONAL MEDICAL CENTER, LTD.

By: Pamela Lindemoen
 Its: VP Acute Care Services

Signature: _____

Date: _____

Address:
 190 E. Bannock
 Boise, Idaho 83712
 Attn: Director, Athletic Training

MELBA MIDDLE/HIGH SCHOOL

By: Andrew Grover
 Its: Superintendent

Signature: _____

Date: _____

Address:
 P. O. Box 185
 511 Broadway Melba, ID 83641