

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and effective as of the date of last signature below (the "Effective Date") by and between Caldwell School District ("District") and St. Luke's Health System, Ltd., a tax-exempt Idaho non-profit corporation ("St. Luke's"), each a "Party" and collectively the "Parties."

To the extent that the Parties to this Agreement have previously contracted for a like relationship, this Agreement does and is intended to replace, in its entirety, any previous agreement(s) between St. Luke's and the District and this document shall be the only controlling affiliation agreement between the Parties and the subject matters addressed herein. This Agreement does not in any manner replace any other MOU or Agreement between the parties relating to other subject matters, including but not limited to matters such as sports medicine and athletic training.

**WHEREAS**, District owns and operates elementary schools, junior high schools, high schools, and various other school programs in the District to which this Agreement may apply by written agreement of the Parties;

**WHEREAS**, St. Luke ' s provides health care services and mental health therapy services to children in and around the state of Idaho, including the City of Caldwell and Canyon County;

**WHEREAS**, the Parties wish to make certain of St. Luke's services available to individuals who are also students attending the Schools ("Students") for the convenience of Students and their parents or guardians. Such services shall be provided in a relationship between St. Luke's and the Student/parent or legal guardian of the Students. The District itself is not a provider of any medical or mental health care services to any Students pursuant to this Agreement.

**WHEREAS**, this Agreement will establish a mechanism for the Parties to collaborate for the timely provision of services to Students at the Schools, allowing students to obtain necessary medical care services in a manner causing less disruption to the student's educational activities.

**NOW THEREFORE**, the undersigned Parties agree as follows:

### ARTICLE 1

#### St. Luke's Duties and Obligations

**1.1. Provision of Non-Emergent Primary Care Services.** On a mutually agreed-upon schedule, upon the consent of the parent or legal guardian of the Student and the parent/legal guardian of the Student having released the Student from the school's custody, St. Luke's shall provide basic medical care services to Students (hereafter, "Services") at select locations affiliated with the District. Services may include some or all of the following:

**1.1.1.** Minor acute injuries and illnesses;

**1.1.2.** Immunizations;

- 1.1.3. Routine laboratory tests;
- 1.1.4. Management of chronic illnesses;
- 1.1.5. Health education and health promotion
- 1.1.6. Medication prescribing and management; and
- 1.1.7. Virtual Care.

**1.2. Provision of Mental Health Therapy Services.** On a mutually agreed upon schedule, upon the consent of the parent or legal guardian of the Student and the parent/legal guardian of the Student having temporarily released the Student from school activities, St. Luke's shall provide parent approved services, which may include mental health therapy services to Students, at select locations affiliated with the District.

**1.3. Mobile Unit Parking Space.** In accordance with Section 3 of this Agreement, St. Luke's will use designated parking spaces made available to the public to park its mobile unit to provide Services pursuant to this Agreement (hereafter, the "Clinics") and, on occasion, St. Luke's may license a designated space for provision of these Services as further designated in Section 3.

**1.4. Staffing of Clinic.** When providing Services pursuant to this Agreement, at mutually-agreed-upon times, St. Luke's shall staff the Clinics with health care practitioners who are appropriately licensed and trained to provide Services to Students.

**1.5. St. Luke's Not Responsible for Emergency or Complex Services.** St. Luke's Services pursuant to this Agreement shall not include services for the treatment of emergency conditions as that term is defined in the Emergency Medical Treatment and Active Labor Act ("EMTALA"). The Parties expressly agree and acknowledge that Services provided by St. Luke's are for non-emergency conditions and that St. Luke's staff have sole discretion whether a Student's symptoms are appropriate for assessment and treatment at the Clinic(s). Services provided by St. Luke's at the Clinics will not include treatment of complex medical or mental health conditions, medical x-rays, or any other medical procedures that cannot safely be performed at the Clinics or that are outside the scope of practice of the providers working at the Clinics, as provided under Idaho law.

**1.6. Responsibility for Students while in Clinics.** St. Luke's shall be solely responsible for the safety and supervision of Students once the Student is brought to the Clinic. St. Luke's shall not be responsible for the safety and supervision of Students transitioning to and from the Clinics and classroom or other areas of the Schools. St. Luke's and the parent/legal guardian of the Student are solely responsible for the patient/provider relationship. The parent and/or legal guardian of the Students are responsible for ensuring compliance with District processes and policies related to the Student being temporarily excused from school and brought to the Clinic location to obtain Services from St. Luke's. The District has no responsibility for the Student's medical care or custody when the Students are obtaining services from St. Luke's.

**1.7. Consent to Treatment.** St. Luke's shall ensure that all necessary consents to treatment have been obtained prior to providing Services to a Student. In particular, St. Luke's shall ensure that a Student's parent or legal guardian has executed a written consent in advance of treatment. In addition, St. Luke's shall ensure that a Student's parent or legal guardian has consented to each particular treatment encounter with the Student. The District shall have no involvement nor responsibility associated with the provider/patient consent for treatment obligations between St. Luke's and the parent/legal guardian of the Students.

**1.8. Medical Records.** St. Luke's shall be responsible for maintaining and securing the medical records of each Student treated in the Clinics. St. Luke's shall have sole ownership of such medical records and shall maintain them according to its standard medical record policies.

**1.9. Medical Privacy.** The Parties agree and acknowledge that the protected health information ("PHI") received, obtained, or maintained in connection with performing Services under this Agreement shall be the property of St. Luke's and may only be used and disclosed in compliance with the Health Insurance Portability and Accountability Act and its implementing regulations (collectively "HIPAA"). Such PHI will not be released to District personnel without required patient or parental/guardian consent.

**1.10. Medical Privacy Training.** At least once per year, St. Luke's shall make available, free of charge, training on medical privacy, including HIPAA, to appropriate members of District and School leadership and appropriate staff. District agrees to make appropriate leadership and staff available for such training.

**1.11. Coordination.** St. Luke's shall designate one individual who will represent St. Luke's in its relationship with District under this Agreement and will serve as primary liaison to District to coordinate the exchange of information between the Parties.

## ARTICLE 2

### District's Duties and Obligations

**2.1. Process for Notice of Existence of Clinic.** Parents/Legal Guardians shall be notified about the existence of the Clinic through parent/legal guardian request for Services provided for under this Agreement and/or through a pre-existing plan of treatment prepared between St. Luke's and the parent/legal guardian.

**2.2. 2.1.1** The District shall include the existence of this clinic relationship in its annual notification to parents/legal guardians, pursuant to section 33-1001(5), which requires the District, at the start of the school year, to notify parents and legal guardians of health services offered or made available through the school or by private organizations, including preventative health and wellness services, screenings, medication administration, first aid and emergency care, and appropriate management of all health conditions with parental consent. **Transitions to and from Clinic.** St. Luke's bears no responsibility for transporting students from the classroom or other areas of the Schools to the Clinics.

**2.3. Assistance in Obtaining Consent for Treatment.** District shall only be responsible for obtaining consent for the District to release the Student from the care and custody of the District. The District will not be responsible for obtaining any consent from any parent or legal guardian for consent for treatment, whether written or verbal, and other required disclosures from parents and guardians of the Students in advance of treatment at the Clinics.

The District shall have available copies of applicable St. Luke's consent forms and other documentation provided by St. Luke's ("Forms"). The District shall provide a copy of such to a Student's parent or legal guardian upon request. As the District is not the health care provider, the District shall not collect such forms back from the parent or legal guardian. Parents and legal guardian shall be directed to provide completed forms to St. Luke's personnel. District shall allow St. Luke's to attend key school events to inform parents of the option of treatment at the Clinics and to collect executed Forms from parents and guardians.

**2.4. Student Records and Information Subject to FERPA.** The Parties agree and acknowledge that the Family Educational Rights and Privacy Act, including any and all implementing regulations (hereafter, "FERPA"), governs use and disclosure of personal information in education records maintained by the District, including the records and documentation of School's nurses, psychologists, social workers, and counselors. District shall have sole ownership of all such Student records and shall disclose such information only as authorized by FERPA and after obtaining any necessary consents from Students or their parents/court appointed guardians.

**2.5. FERPA Training.** At least once per year, District shall provide, free of charge, training on the privacy of student records, including FERPA, to Clinics staff and other appropriate members of St. Luke's leadership and staff. St. Luke's agrees to make appropriate leadership and staff available for such training.

**2.6. Coordination.** District shall designate one individual who will represent District in its relationship with St. Luke's under this Agreement and will serve as primary liaison to St. Luke's to coordinate the exchange of information between the Parties.

### **ARTICLE 3**

#### **Parking Space and Space License Terms for Non-Emergent Primary Care Services**

**3.1. Grant of Parking Space Use.** District grants to St. Luke's, St. Luke's employees, and District pre-approved invitees, guests, and patrons invited by St. Luke's, the privilege of using a designated public parking space(s) appropriate for a Mobile Service Unit. District retains the right to reasonably access or restrict access to the Parking Space and common areas for emergency or security purposes.

**3.2 Grant of Space License.** In limited circumstances where Services cannot be provided for in St. Luke's Mobile Service Unit, the District grants to St. Luke's the privilege and non-exclusive license to enter upon and use District property; such as the space where school

nursing services are generally made available (the "Licensed Space"), for the purposes of providing the Services under this Agreement. District represents and warrants that such space shall be fully accessible to persons with disabilities, that District has all rights and authority to grant this license, and that District will not be in breach of any other agreement or obligation concerning this license. The use of the Licensed Space also includes the nonexclusive right to use common areas, such as the reception/waiting room area, parking lot, entryways and hallways, and rest rooms. The Licensed Space includes reasonable use of heating and cooling, electric, water, and sewer utilities. District has the right to reasonably regulate usage and temperature control. District retains the right to reasonably access or restrict access to the Licensed Space and common areas for emergency or security purposes.

**3.3.** No Monetary Consideration for Space License. The District grants St. Luke's this Space License with no monetary charge to St Luke's, it being agreed and understood that St. Luke's exchange of Services provided under this Agreement free of charge to the District shall be sufficient and valid consideration for this District's Space License.

**3.4.** Condition and Use of Licensed Space. St. Luke's shall only use the Licensed Space to provide the Services, Clinics, and incidental and ancillary uses related thereto. After each use of the Licensed Space, St. Luke's shall leave the Licensed Space in a clean usable condition and similar condition as received.

## **ARTICLE 4**

### **Term and Termination**

**4.1. Term of Agreement.** This Agreement shall be effective as of the commencement of the 2025-20206 school year (July 1, 2025- June 30, 2026), and shall continue for a term of one (1) year following the effective date ("Term") and shall, at the option of the parties, be renewed for successive one (1) year terms (each a "Renewal Term"), unless terminated by written notice as provided herein.

**4.2. Termination for Cause.** If either Party fails to perform or comply with any material term or condition of this Agreement and does not cure such failure within thirty (30) days following its receipt of written notice thereof, the non-defaulting Party may immediately terminate this Agreement by delivering written notice thereof to the other party.

**4.3. Termination without Cause.** Either Party may terminate this Agreement at any time with or without cause upon providing at least thirty (30) days' prior written notice to the other Party.

**4.4. Conformance with Controlling Law.** If at any time a Party is unable to perform its obligations under this Agreement consistent with such Party's statutory or regulatory obligations, that Party shall immediately provide written notice to the other Party and seek a mutually agreed upon resolution.

**ARTICLE 5**  
**Miscellaneous Provisions**

**5.1 Notice.** Any notice required or permitted to be given by this Agreement shall be given postpaid, first class, registered or certified mail, or by courier, properly addressed to the other Party at the respective address as shown below or through electronic communication with return receipt acknowledgement. All notices hereunder shall be in writing and shall be deemed to have been given on the date received if delivered personally, ~~or~~ by recognized overnight delivery service or electronically with return receipt acknowledged, or three days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to such party as set forth herein. Either Party may change the address to which to send notices by notifying the other party of such change of address, in writing, in accordance with the foregoing, without formal amendment.

**If to St. Luke's:**

St. Luke's Health System, Ltd.  
Attn: Katie Apple  
190 E. Bannock Street  
Boise, Idaho 83712

With a copy to:  
St. Luke's Health System, Ltd.  
Attn: Legal Department  
190 E. Bannock Street  
Boise, Idaho 83712

**If to District:**

Caldwell School District  
**Attn:**  
Paul Webster  
Community Schools Coordinator  
Caldwell School District and Lewis & Clark Elementary  
1102 Laster St Caldwell, ID 83607  
pwebster@caldwellschools.org  
208-455-3345 (X1711)

**5.2 Independent Contractor.** 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.

**5.3 Indemnification.** Each Party shall defend, indemnify and hold the other party harmless from loss, damage, liability or expense, including reasonable legal fees, which result from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or otherwise wrongful act or omission, or an intentional act of fraud or misconduct by the Party providing indemnification or a Party's subcontractors, agents or employees during the performance of this Agreement. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying Party shall defend the other Party in accordance with and to the extent of the above indemnification, provided that the indemnifying Party is: (i) promptly notified the other Party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other Party; and (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims.

In no instance shall the District, its agents, employees, or trustees be responsible or liable for any medical care or medical decision of St. Luke's.

**5.4 Confidentiality.** "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with this Agreement. Each Party may only use the other Party's Confidential Information as permitted to perform its respective obligations under this Agreement.

**5.5 No Use of Name.** Neither Party shall use the other Party's trade names, service marks, logos, nor any other intellectual proprietary property related thereto, for advertising or any other purposes, without the prior, express written consent of the other Party.

**5.6 Equal Opportunity.** St. Luke's shall abide by the requirements of 41 CFR 60-1.4(a), 60-250.5, 60-300.S(a) and 60-741.S(a), and District 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.**

**5.7 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 related to this Agreement, 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.

**5.8 Billing.** St. Luke's will provide onsite services with students who are Medicaid eligible, who have private health insurance, or other payment options. St. Luke's understands and agrees that under no circumstances will the District be responsible for compensating St. Luke's under this Agreement. All services will be billed by St. Luke's to entities other than the District.

**5.9 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.

**5.10 Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all prior, promises, representations, agreements and understandings, either oral or written, solely with respect to the matters set forth herein. Each Party acknowledges and represents that it has not executed this Agreement in reliance upon any promise, representation or warranty whatsoever that is not expressly set forth in this Agreement.

**5.11 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.

**5.12 Assignment.** St. Luke's may assign its rights under this Agreement to, and have its obligations under this Agreement assumed by, any affiliate of St. Luke's or any entity

that is directly or indirectly wholly owned by St. Luke's. Additionally, St. Luke's may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of St. Luke's business or assets. Any assignment of rights and assumption of obligations under this Agreement shall be subject to all the provisions, terms, covenants and conditions of this Agreement, and the assignee shall assume all of St. Luke's obligations hereunder.

**5.13 Non-Exclusivity.** Nothing in this Agreement shall be construed as limiting the rights of either Party to affiliate or contract with any other institution on either a limited or general basis while this Agreement is in effect.

**5.14 Amendment.** This Agreement may only be amended in a writing signed by both Parties.

**5.15 Authority.** The Parties represent and warrant that the person(s) signing this Agreement have been fully authorized to execute this Agreement and to validly and legally bind the District and St. Luke's to the provisions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed

**ST. LUKE'S HEALTH SYSTEM, LTD.**

**CALDWELL SCHOOL DISTRICT**

BY: Keri Noll

BY: \_\_\_\_\_

PRINT NAME: Keri Noll

PRINT NAME: \_\_\_\_\_

TITLE: Director

TITLE: \_\_\_\_\_

DATE: 3.10.2025

DATE: \_\_\_\_\_

