AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR ATHLETIC TRAINER SERVICES

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR ATHLETIC TRAINER SERVICES (the "Amendment") dated effective as of the date of last signature hereto (the "Amendment Effective Date"), is by and between Lakeland School District #272 ("SD 272") and North Idaho Day Surgery, LLC, an Idaho limited liability company, d/b/a Northwest Specialty Hospital ("NWSH") (when referenced generally herein, Company and Contractor are individually, a "Party," and collectively, the "Parties").

WHEREAS, SD 272 and NWSH entered into that certain Amendment to Memorandum of Understanding for Athletic Trainer Services, dated effective as of October 9, 2024 (the "Agreement"), for those services more particularly set forth in the Agreement; and

WHEREAS, SD 272 and NWSH desire to extend the term of the Agreement as is more particularly set forth herein,

NOW THEREFORE, the parties agree as follows:

- 1. The above-referenced recitals are true and correct and are incorporated as though fully set forth herein.
- 2. The paragraph in Section 2.b. SD 272 And High School Services shall be deleted in its entirety and replaced with the following:

High Schools will hang NWSH logos and signage on every athletic field and venue on their respective campuses, inside each High School's respective gymnasiums, and anywhere else Athletic Trainers will perform services, including inside the two (2) athletic training rooms. NWSH logos and signage will also be displayed at the ticket sales booth, concession stands, in electronic signs and written programs for events. At any event there is an announcer, NWSH will be acknowledged as providing the Athletic Trainer Services. If any high school games are played in district middle school gyms, logos and signage will be placed in those locations for the event. NWSH will be responsible for providing any signage to High Schools for this purpose. Nothing herein creates any rights to exclusivity in favor of NWSH with respect to signage within SD 272, however it does provide exclusivity to signage specifically within the athletic training rooms.

- 3. The following section shall be added to the Agreement as follows:
 - Section 2. d. Athletic Trainers shall track and provide a HIPAA compliant monthly report to NWSH of the number of athletes requiring additional medical services.
- 4. The Agreement is hereby renewed and extended for an additional twelve months, commencing October 9, 2025, and concluding October 8, 2026.

- 5. All other terms of the Agreement not heretofore amended shall remain in full force and effect, including specifically, any provision of the Agreement related to term.
- 6. Any capitalized term not otherwise defined in this Amendment shall have the meaning given such term in the Agreement.
- 7. This Amendment may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart. This Amendment shall become binding when one or more counterparts, individually or taken together, include the authorized signatures of all the parties.
- 8. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same amendment. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 9. The exchange of copies of this Amendment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether otherwise transmitted via electronic transmission), by electronic mail in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of an original Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

NORTH IDAHO DAY SURGERY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, D/B/A NORTHWEST SPECIALTY HOSPITAL
By:
Print Name:
Its:
Date: