BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: Tuesdays & Thursdays at 9:00 a.m. Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters.

Times are subject to change within 15 minutes of the stated time.

Tuesday, August 11, 2026

9:00 AM Work Session and Claims Meeting (action items)

Agenda:

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)

BOARD OF AMBULANCE DISTRICT

- Kristy Pincock, City of Pocatello Fire, requesting approval to write-off balance due on Deceased patients; 28 accounts totaling $8025.36 (requested 5 minutes) (action item)
- Shane Grow, Ambulance District, requesting signature on a proposal to purchase two (2) ambulances (requested 5 minutes) (action item)

BOARD OF COUNTY COMMISSIONERS

- Matthew Phillips, HR & Risk Management, requesting ratification on special event policy with liquor liability endorsement quote for a concert (requested 5 minutes) (action item)
- Todd Mauger, Juvenile Probation Director, requesting a signature on an affiliation agreement with Idaho State University for the Community Health Worker Training Program (requested 5 minutes) (action item)

CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Personnel Actions with potential Executive Session under Idaho Code §74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
- Mileage and Travel Approvals
- Minutes:

BANNOCK COUNTY COMMISSIONERS
624 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363

ERNIE MOSER Commissioner 1st District
JEFF HOUGH Commissioner 2nd District
TERREL N. TOVEY Commissioner 3rd District

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on ***Tuesday*** *in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed* ***48 hours*** *prior to the meeting at https://www.bannockcounty.us/commissioners/. Agenda times are subject to change within* ***15 minutes*** *of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioner's Office at 208-236-7210, three to five working days before the meeting.*

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Kristy Pincock / Bannock County Ambulance District

Item to be considered/background:

Request approval to write-off balance due on Deceased patients; 21 accounts totaling $5363.58

How much time will be needed?

5 minutes

Does this item involve a contract, agreement, external funding application or award acceptance?

YES ☐ **NO** ☑

Have all supporting documents been included with this form?

YES ☑ **NO** ☐

List of attendees:

Kristy Pincock

Please include any supporting documents with your Work Session Request Form.

Commissioner Office Only:

Date: _____ Time: _____

Bannock County Ambulance District
Billing and Collections
408 E. Whitman
Pocatello, ID 83201
208-234-6200

Date: August 5, 2026

To: Board of County Commissioners

Re: Request to Write-off Balance on Deceased Patient Accounts

The Bannock County Ambulance District would like to present the following list of accounts for deceased patients to request the Board's permission to write-off the remaining balance due.

Number of Accounts: 28

Total Balance Due: $ 8,025.36

All patients on the attached list are deceased and no others means of payment for the Emergency Medical Services received have been identified. Collection efforts by the Bannock County Ambulance District have been exhausted.

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KEN BULLOCK Commissioner 3rd District

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Name/Department:

BCAD

Item to be considered/background:

PSS Ambulance Pricing and Proposal for two Horton Ambulances

How much time will be needed? **Meeeting date requested:**

5 min 8/11/26

Does this item involve a contract, agreement, external funding application or award acceptance?

YES ☑ **NO** ☐

Have all supporting documents been included with this form?

YES ☑ **NO** ☐

List of attendees:

Chief Grow

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date: _____ Time: _____

POCATELLO FIRE DEPARTMENT
EMS RESCUE HAZMAT PFD EST 1886 IAFF LOCAL 187 BANNOCK COUNTY AMBULANCE DISTRICT

408 EAST WHITMAN
POCATELLO, ID 83201

208.234.6201
FAX: 208.233.4043

Ryan O'Hearn - Fire Chief

TO: BANNOCK COUNTY COMMISSIONERS

FROM: DEAN BULLOCK

SUBJECT: CAPITAL PURCHASE – AMBULANCE

DATE: AUGUST 11, 2026

CC: KRISTI DAVENPORT, KRISTI KLAUSER, SHANE GROW, AUTUMN BAKER

The Bannock County Ambulance District requests approval to enter into an agreement with Professional Sales & Service, L.C. (PSS) for the purchase of two Horton ambulances. The attached agreement will put us on the production list and establish our place in line. The funding for these ambulances was requested in the FY2027 capital budget. It is estimated that at least one of the ambulances will be completed and delivered in FY2027, and the second may come in the beginning of FY2028. If that delay occurs, we will request that the remaining funding for that second ambulance be approved to move from the FY27 budget into the FY28 budget during that budget build cycle.

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

August 7, 2026

Bannock County Ambulance District
624 E Center St, Room 104
Pocatello, ID 83201

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides the Bannock County Ambulance District the following proposal for a new ambulance vehicle. We appreciate the opportunity to work with you now and look forward to helping you with your ambulance needs in the future.

The following proposal reflects New Type I ambulances the proposal is as follows:

Two 2027 Horton 603 Type I 4x4 Custom Ambulances Mounted on 2027 Ford F-550 4x4 Diesel Chassis

The module body will be 167" long and have an interior height of 74" inches. It will be mounted on a 2027 Ford F-550 4X4 with a Diesel Motor dual rear wheel cab/chassis. This proposal includes Horton's electrical system: The most advanced electrical system available which incorporates solid-state electronics with Multiplexing technology. It also includes weight saving all-aluminum module body, NO-wood construction, aluminum cabinetry, electrical system diagnostic testing, digital computer consoles, privacy windows, LED lighting package and much more. Full specification attached.

Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PSS SHOWROOM
1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

PRICING PAGE

Ambulance Price	$330,947.00
Delivery	$4,800.00
Graphics Allowance	$4,500.00
Radio Allowance	$6,500.00
Styker Power Load System	$32,824.00
Styker Power Pro 2 Cot High Config	$33,981.00
Price of Each Ambulance	$434,884.00
Total for two units	$869,768.00

PROPOSAL CONDITIONS

F.O.B. POINT: Pocatello, ID 83201

DELIVERY: Do to current and ongoing national supply chain issues specifically in regard to chassis availability. We will be providing estimated delivery times only. Currently Horton standard lead time is approximately 24-28 months (pending chassis).Please note all delivery times are quoted barring any delays due to strikes, availability of component parts (including chassis), or acts of God

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts, so you know that in the unlikely event of a problem we are only a phone call away.

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1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by the Bannock County Ambulance District.
** Pre-Payment discounts available upon request.

WARRANTY: Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should you ever need it.

Unless accepted within Sixty (60) days from the above date, the right to withdraw this proposal is reserved. If there are any additions/deletions to our bid, please contact me for pricing details or credits.

We are confident you will be completely satisfied with the quality Horton ambulance and the service which PSS provides.

Respectfully Submitted,

Professional Sales and Service, LC

Braxton T. Peterson

Braxton T. Peterson, General Manger

Bannock County Ambulance District agrees to purchase the vehicle detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

Authorized by (Print name)	Signed	Date

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.

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AGENDA REQUEST FORM

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Email this completed form and any supporting documents to: agendarequest@bannockcounty.gov

Meeting Date Requested: 08/11/2026

Requestor Name: Matthew K. Phillips **Department:** HR & Risk Management

Item to be considered/background:
Requesting ratification on special event policy with liquor liability endorsement quote for 08/13/26 Jason Bonhams' Led Zepplin Evening concert.

Action Requested: Decision **Amount of Time Requested:** 5 Minutes

Financial Impact (Total Cost/Funding Source):
$766.00 for special event liability and $393.00 liquor liability from BC events line item for concerts.

Does this item involve a contract, agreement, external funding application, or award acceptance? Contract

Has the item been submitted to/reviewed by Legal?	☑ YES	☐ NO	
Has the item been reviewed by Risk Management?	☑ YES	☐ NO	☐ N/A
Are all supporting documents included?	☑ YES	☐ NO	☐ N/A
Has the item been reviewed by Auditing?	☑ YES	☐ NO	

List of additional attendees:

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date:_____Time: _____

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

PROPOSAL FOR INSURANCE

Proposal Number:4183266

Proposal Date: 07/29/2026

Named Insured and Mailing Address:
Bannock County dba Portneuf Health Trust Amphitheatre
624 E Center Street Rm 214
Pocatello, ID 83201

Producer: Mutual Insurance
1575 Baldy
Pocatello, ID 83201
Contact: Jayson Meline
Agency Number: 28790
Phone: 208-2379696

Insurer: Philadelphia Indemnity Insurance Company

Underwriter: Jaclyn St. Gelais

Policy Period From: 08/13/2026 **To:** 08/14/2026

Proposal Valid Until: 08/12/2026 at 12:01 A.M. Standard Time at your mailing address shown above

Product: Special Events

Submission Type: New Business

Commission 10%

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL. THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	**$766.00**

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of: **$0.00**

TOTAL **$766.00**

PHILADELPHIA INSURANCE COMPANIES
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One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Proposal Date: 07/29/2026
Proposal Number: 4183266

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

Signature of Authorized Insurance Representative

Date

Philadelphia Indemnity Insurance Company

Locations Schedule

Proposal Number: 4183266

Prems. No.	Bldg. No.	Address
0001	0001	2375 Olympus Drive, Pocatello, ID 83201

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Proposal Number: 4183266

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0204	0908	Idaho Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Proposal Number: 4183266

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards In Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2133	1185	Exclusion - Designated Products
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2144	0417	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2173	0115	Exclusion of Certified Acts of Terrorism
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0404	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PIGL018	0516	Absolute Liquor Liability Exclusion
PISAM006	0117	Abuse or Molestation Exclusion
PISE006	1111	Exclusion - Assault or Battery
PISE007	1111	Additional Insured Primary and Non-Contributory Insurance

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Proposal Number: 4183266

Agent # 28790

See Supplemental Schedule

LIMITS OF INSURANCE

$	4,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
$	4,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
$	2,000,000	Personal and Advertising Injury Limit
$	2,000,000	Each Occurrence Limit
$	300,000	Rented To You Limit
$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Other

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					$666.00	$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

8/6/2026
Countersignature Date

Authorized Representative

ENDORSEMENT #1

This endorsement, issued by Mount Vernon Fire Insurance Company
to BANNOCK COUNTY forms a part of
Policy Number SE 2036411 effective on 8/13/2026 (MO. DAY YR.) at 12:01 A.M.

Add Event

In consideration of an additional fully earned premium of $385 it is hereby agreed and understood that coverage for the location(s), event(s), and date(s) is

Event #11

10560 N. Fairgrounds Rd, Pocatello, ID 83201

Description	GL Class Code	Liq. Class Code	Start Date	End Date
Concerts - Alternative Rock (applicant is the host of the event)		00402	08/13/2026	08/13/2026

Additional Locations

TOTAL CHARGES:

Additional Premium:	$385.00
Surplus Lines Tax	$6.00
Stamping Fee	$2.00
Total:	$393.00

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

If the end date shown above exceeds the current policy period, the policy period is amended to expire twenty-four (24) hours after the scheduled end date of an event shown above.

All other terms and conditions of this Policy remain unchanged.

Matthew R. Phillips 8/6/2026

ADD EVT (03/10)

In the Matter of AUTHORIZING THE)
DELEGATION OF AUTHORITY)
TO THE RISK MANAGEMENT)
DIRECTOR TO BIND INSURANCE)
POLICIES AS NEEDED)

R.S. No. 2026-30
May 12, 2026

RESOLUTION

WHEREAS, the Amphitheater, Portneuf Wellness Complex, and Event Center hold many events throughout the year, such as community events, Independence Day Celebration, or concerts; and

WHEREAS, some events have contractual and risk requirements that require adequate alcohol and/or special event liability insurance that, from time to time, have accelerated deadlines, late quotes, or other timing factors that prevent seeking Board approval before the event; and

WHEREAS, pursuant to Idaho Code §31-602, due to the nature of the business for events, the Board of County Commissioners desires to delegate the authority to bind insurance policies for events to Matthew Phillips, HR/Risk Management Director; and

WHEREAS, after binding of policies by the Risk Management Director, the insurance policies should be sent for ratification by the Board, with consideration under executive session if needed, and a copy remitted to the Bannock County Auditing office upon submission and approval;

NOW, THEREFORE, BE IT RESOLVED that Matthew Phillips, HR/Risk Management Director, is delegated the authority to bind insurance policies necessary to ensure adequate alcohol and special event liability insurance as needed, and forwarded for ratification and copied to Auditing. The delegation of authority must be reviewed and redelegated annually. This authority is effective through May 12, 2027.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: Nancy A. Allen for
Jason C. Dixon, Clerk

BANNOCK COUNTY COMMISSIONERS
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AGENDA REQUEST FORM

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E-mail this completed form and any supporting documents to agendarequest@bannockcounty.gov

Meeting Date Requested: 08/11/2026

Requestor Name: Todd Mauger **Department:** Bannock County Juvenile Ju

Item to be considered/background:
Idaho State University, Community Health Worker Training Program Affiliation Agreement

Action Requested: Signature Only **Amount of Time Requested:** 5 Minutes

Financial Impact (Total Cost/Funding Source):
There is no financial impact

Does this item involve a contract, agreement, external funding application, or award acceptance? Agreement

Has the item been submitted to/reviewed by Legal? Yes
Has the item been reviewed by Risk Management? Yes
Are all supporting documents included? Yes
Has the item been reviewed by Auditing? ☐

List of additional attendees: Jesika Snyder, Matthew Phillips

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date:_____Time: _____

Idaho State University

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its Community Health Worker Training Program, located at 1291 E Terry Street Pocatello, ID 83209 (the "*Program*") and **Bannock County** located at 345 North 5th Street Pocatello ID 83201 (the "*Facility*") (each individually, a "*Party*," and collectively, (the "*Parties*"), takes effect on **8/4/2026** ("*Effective Date*").

Background

Program is a higher education institution having enrolled students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").

The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

Agreement

1. **Mutual Responsibilities and Coordination**.

   1.1. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to a Student's Experience.

   1.2. Non-discrimination. The parties agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, sexual orientation, gender identity, color, national origin, religion, age, mental or physical disability, veteran status, or any other protected class under applicable law.

   1.3. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Experience's schedule, content, objectives and goals.

2. **Definitions**.

   2.1. "*HIPAA*" means CFR parts 160 and 164 and HITECH (Title XIII of the American Recovery and Reinvestment Act of 2009) as amended.

   2.2. "*ACCE*" means Program's academic coordinator of clinical education

3. **Program Responsibilities.**

   3.1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:

      3.1.1. The Program's curriculum generally; and

      3.1.2. Each Experience in particular;

   3.2. Ensure that each Student appropriately is assigned to the Experience, including:

      3.2.1. Evaluating the Student's competence and knowledge before the Experience begins;

      3.2.2. Assessing Student's health before Experience begins; and

3.2.3. Requiring the Student to carry appropriate general and professional liability insurance;

3.3. Ensure that the Student is knowledgeable concerning and has prepared for:

3.3.1. Transportation needed to fulfill responsibilities at the Facility;

3.3.2. Room and board concurrently with the Experience; and

3.3.3. Scheduling arrival at and departure from the Facility;

3.4. Ensure Students are made aware of and are directed to comply with Facility's applicable rules, regulations, policies, procedures, and requirements during their Experiences;

3.5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;

3.6. Facilitate communication between the Parties, including:

3.6.1. Appointing a member of Program's faculty to serve as ACCE;

3.6.2. Notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;

3.6.3. Notifying the Facility annually of each then-current academic year's clinical education schedule;

3.6.4. Notifying the Facility of each specific Student assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections 5.2 and 5.3; and

3.6.5. Describing to the Facility specific Student outcome objectives for each assigned Student's Experience;

3.7. Direct Students to comply with and participate in all of Facility's required trainings and orientations regarding Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and

3.8. Ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a copy of a Confidentiality Understanding (attached and incorporated into this Agreement as **Attachment A**).

4. **Facility Responsibilities**.

4.1. Accept a mutually agreed upon number of Students which the Program has selected for an Experience period;

4.2. Provide any applicable annually updated information that is necessary to complete Program's Clinical Education Center Information form;

4.3. Notify the Program - no later than fifteen working days before a clinical assignment - of any change in Facility's ability to accept the Student;

4.4. Provide the Student a clinical schedule averaging no more than forty (40) hours per week;

4.5. Complete and return each Student evaluation according to the Program's guidelines and schedule;

4.6. Recognize the right of Student's to work and learn in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the Facility.

4.7. Inform and train the Student regarding Facility's applicable rules, regulations, policies, procedures, and schedules, including HIPAA-related policies and practices;

4.8. Facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of the member's identity;

4.9. Certify it is either a hospital as defined by the Idaho No Public Funds for Abortion Act or is otherwise not an abortion provider and disclose if it or an affiliate is or becomes an abortion provider per Idaho Code § 18-8701 et seq.

5. **Student Experience Characteristics.**

5.1. No Employment relationship to Either Party, unless previously specified.

5.1.1. *In General*. Facility's rules and regulations apply to each Student which Program assigns to an Experience.

5.1.2. *Liability*. The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including, but not limited to, liability, but instead is a Student engaged in educational Experiences as a part of the Program's curriculum.

5.1.2.1. In the event the student is employed by Facility prior to the educational experience, 5.1.2, and 5.1.3 does not apply, and is considered an employee of Facility.

5.1.3. *HIPAA*. The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement activity:

5.1.3.1. Solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and

5.1.3.2. As workforce is defined under 45 CFR 160.103.

5.2. Short-Notice Assignment. In an emergency circumstance, Program has a right to assign a Student to an Experience upon less than ten days' notice to Facility. The Facility reserves a right to accept or reject that assignment.

5.3. Short-Notice Cancellation. Program retains a right to cancel a Student's Experience assignment for academic or other good cause upon less than ten days' notice to Facility, with no duty to designate another Student as a replacement.

5.4. Assignment Refusal. Facility retains a right for good cause to refuse any clinical assignment upon less than fifteen working days' notice.

5.5. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons that the Party must document:

5.5.1. The Student's unprofessional or unethical behavior;

5.5.2. The Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;

5.5.3. The Student's failure to meet Program's prerequisite academic requirements; or

5.5.4. Any good cause, including but not limited to, any medical emergency.

6. **Effective Duration**.

6.1. **Term. The Agreement's term begins on Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**

6.2. Termination. Each Party has a right at any time to terminate the Agreement upon no later than sixty (60) days' advance written notice to the other Party.

6.3. In the event of termination of this Agreement by either party, Students currently assigned to clinical experiences at Facility at the time of notice of termination will be given the opportunity to complete their Experience at Facility, unless withdrawn as set forth in Student Experience Characteristics Withdrawal Section above.

7. **Liability**.

7.1. Program Commitment.

7.1.1. *Insurance*. Program at its own expense shall provide adequate liability insurance and/or self-funded coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an claims-made form. Program, at Facility's request, will deliver a certificate of financial responsibility to Facility.

7.1.2. *Program Responsibility*:

7.1.2.1. To the extent permitted by applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), Program will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Program shall not be responsible for the acts or omissions of Facility its officers, employees, or agents. The Program will provide Workers Compensation coverage for, and be responsible for injuries or illness timely reported by Students that are

incurred in the course of their authorized assignment(s) at the Facility, except for instances when the Student is also employed by the Facility during their practicum assignment and then the obligation for Worker's Compensation coverage will be the responsibility of the Facility.

7.1.2.2. Any claim which involves a Student shall be the responsibility of the Student insurance carrier.

7.2. Facility Commitment.

7.2.1. *Insurance*. Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Facility, at Program's request, will deliver a certificate of insurance to Program.

7.2.2. *Facility Responsibility*.

7.2.2.1. To the extent of Facility's preceding insurance coverage and permitted by applicable law, the Facility will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. Facility shall not be responsible for the acts or omissions of Program.

7.3. Student Insurance.

7.3.1. Student Requirement. Student is required to have general and professional liability insurance with limits of liability of $1,000,000 per occurrence and $3,000,000 aggregate before the Student begins the assignment, and to remain-in-force for the entire time period of their assignment at the Facility..

7.3.2. Program Duty. The Program ensures that the 7.3.1 general and professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, will deliver a certificate of insurance to the Facility listing the Facility on the certificate along with Program.

7.3.3. Auto Insurance. An intern may only be covered under the Facility's automobile liability insurance when given prior authorization and permission by the County to drive its vehicles, and within the course and scope of the Student's assigned duties, but no coverage is represented or provided for unauthorized vehicle use, operation outside of assigned duties, or for physical damage to a County vehicle except as expressly provided by the applicable County insurance policy.

8. **Immunities.** The Parties agree Program shall retain all of its governmental immunities and protections under applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), which shall apply to the terms of this Agreement and any claims brought against Program. If Facility is a governmental entity, Facility shall also retain all of its governmental immunities and protections under applicable law.

9. **Confidentiality**. The Facility agrees to treat Student records as confidential and shall not disclose any Student records to a third-party without the prior express written consent of Student, unless such disclosure is otherwise required or permitted by applicable law.

10. **Amendment.** Any change to this arrangement requires a written amendment executed by both Parties.

11. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.

12. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below. Signature page to follow.

Program Notification Address:	Facility Notification Address:
Idaho State University	Matthew K. Phillips
General Counsel	HR and Risk Director
921 S. 8th Ave., Stop 8410	624 E. Center, Ste #214
Pocatello, ID 83209-8410	Pocatello, ID 83201

Idaho State University

DocuSigned by:
By: Rex Force
9745ED02C9C340A...

Rex Force

Title: VP DHS

Date: 8/5/2026

Bannock County

By: _____

Jeff Hough

Title: Bannock County Commissioner Chairman

Date: _____

ATTACHMENT A

Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between _____ ("Facility") and **Idaho State University**, on behalf of its Community Health Worker Training Program ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility immediately may remove the Student and terminate the Student's clinical education if Facility considers the Student to endanger any patient, breach patient confidentiality, disrupt Facility's operation, or not to comply with any request by Facility including its supervisory staff.

I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.

_____
Student's Signature Date

_____
Student's Name (Print)

_____
ISU's Program Witness (Signature) Date

_____
ISU's Program Witness Name and Title (Print)