

PROFESSIONAL SERVICES AGREEMENT  
FOR  
ATHLETIC TRAINING

This Professional Services Agreement (the "Agreement") is made and entered into between the **Emmett School District (the "District")**, and **Valor Health ("Valor")**.

RECITALS

1. The District owns and operates Emmett High School (the "High School") located at 721 W 12th St, Emmett, Idaho 83617.
2. The District requests athletic training services for its students who participate in the High School's sanctioned athletic programs. The District desires to contract for athletic training services for after school events and game coverage to be coordinated with the High School's Athletic Director.
3. Valor desires to provide athletic training services ("Training Services") to the District through its staff and in accordance with the terms of this Agreement.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Valor and the District agree as follows:

1. **Training Services.** The services of Valor shall be requested and directed by the High School Athletic Director. Valor agrees to provide to the High School Athletic training services for all home events and all away varsity football events according to schedule provided to Valor by District. ("Training Services"):

1.1 Event preparation, to include assisting student trainers or District staff, as needed, with the taping of student athletes, thirty minutes prior to the start of an event. Student athletes will be prioritized based on game/match timing and extent of each student athlete's needs.

1.2 Services do not include filling ice bags and water bottles or other functions that do not require advanced training and can be fulfilled by student trainers.

1.3 In the event of an injury to a student athlete, Valor shall provide "initial stabilizing care" of the injury at the event at no additional cost to the District.

1.4 Injured student athletes requiring treatment beyond what is available at the High School may receive treatment at Valor facilities. Payment for services provided to student athletes at Valor facilities shall be and remain the responsibility of the parents/guardians. The District shall not be financially responsible for any such service.

1.5 As requested, Valor will provide an opportunity for student trainers to spend time observing rehabilitation and treatment at a Valor facility. No student shall receive any compensation for any services provided by such student in connection with Training Services.

2. **Schedule of Events.** The District expects that athletic training services will be required at approximately one hundred thirty (130) events during the term of the Agreement. An event may include multiple after school games or matches held at High school on a single, given day. The District agrees to deliver to Valor a schedule for athletic events to be held during each sport season, and all subsequent seasons no later than thirty (30) days before the commencement of the season.

2.1 Valor shall have no obligation to provide training services at any event that is not included on the schedule unless reasonable time is given to Valor and staff is available to work.

2.2 In the event the District requires special staffing for additional state or district sanctioned events, District will notify Valor as early as possible. District acknowledges that short notice will hinder Valor's ability to staff events. Valor agrees to work collaboratively with District with the goal of providing staffing. Due to the extended schedules at these events, District and Valor will mutually agree to the staffing needs and payment associated prior to each event.

3. **Compensation.** The District agrees to pay to Valor according to the following payment schedule.

3.1 **Event: primary staff.** District agrees to pay to Valor Sixty-Two Dollars (\$62) per event for licensed staff supporting athletic event.

3.2 **Event: secondary staff.** When mutually agreed that a secondary staff member is necessary, District agrees to pay Valor Thirty Dollars (\$30) for non-licensed staff, e.g. medical assistant or certified nursing assistant, working in a back-up capacity supporting athletic event.

3.3 **Supplies.** District agrees to reimburse Valor for actual costs of supplies required to provide athletic training services.

3.4 **Mileage.** District agrees to reimburse Valor for mileage at current IRS rate to provide services at events away from High School.

3.5 **Payment Process.** Valor will invoice District on a monthly basis for primary staff, secondary staff, supplies, and mileage. Unless otherwise agreed by the parties, District shall pay Valor on a monthly basis within thirty (30) days following receipt of Valor's invoice.

4. **Equipment and Supplies.** The High School shall provide all athletic training equipment and supplies to be used when Valor is scheduled to cover games for the High School. If Valor provides equipment and supplied to provide services, District shall reimburse Valor.

5. **Initial Treatment.** In connection with Training Services, the initial treatment and care of athletic injuries that occur during Valor coverage of events with student athletes will be under the care of Valor's orthopedic and sports medicine staff. The District and Valor agree that injuries which warrant physician evaluation will be seen by a physician to provide accurate medical diagnosis and treatment. The District and Valor also agree that injuries that warrant emergency transport by city or state emergency professionals will be at the discretion of the Valor staff on duty. Valor agrees to accept injured student athletes into their practice for evaluation and treatment. The District agrees to give notice to all student athletes, parents, and guardians that visits to a physician may be medically necessary and that the policies of each physician will determine the cost of the visit. Valor shall not be liable or responsible for any medical costs in connection with any student athlete, including any potential emergency transport by city or state emergency health professionals.

6. **Parental Consent.** Valor agrees to obtain parental or guardian consent for all procedures and treatment beyond immediate first aid that are not considered usual and customary in sports medicine. District agrees to provide Valor with District's established protocols for consent and Valor agrees to follow the such protocols.

7. **Term.** The term of this Agreement shall commence in August 1, 2017 and terminate on the date of the High School's last athletic team home event but no later than May 31, 2018. The term of this agreement shall be renewed annually only upon written agreement by both parties. Either party may terminate this Agreement with ninety (90) days written notice to the other party.

8. **Malpractice Insurance.** Valor shall keep and maintain professional malpractice insurance in the amount of \$1,000,000, Professional Liability per incident; \$3,000,000 aggregate which covers such occurrences as are commonly accepted in Valor's industry. The covered occurrences shall include Training Services and Other Services provided by Valor under this Agreement.

9. **Records Management.** The District will maintain, update and distribute (as necessary) IHSAA School sanctioned sports High school student-athlete emergency parent contact records, insurance questionnaire records, and physical form records. District will follow through with baseline Impact testing of all new athletes and adhere to state concussion law protocols and requirements.

10. **Indemnification.** The District shall indemnify and hold harmless Valor, and its officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or pertaining to the District's negligence with respect to the subject matter of the Agreement. Valor agrees to indemnify and hold harmless the District and its trustees, administrators, employees and agents from and against any and all claims, demands, liabilities and actions including the payment of all legal expenses including reasonable attorney's fees and costs, arising out of or pertaining to Valor's negligence of services under this agreement.

11. **Material Breach.** If either party believes that the other has materially breached this Agreement, such party shall give the other written notice of such breach, the notice shall specify the nature of the breach and, if appropriate, the actions which need to be taken by the defaulting

party to cure the breach. Both parties shall have the duty to meet and attempt, in good faith, to resolve any disputes or disagreements. The party alleged to be in default should have forty-five (45) days within which to cure such default, attempt to resolve the disagreements or disputes or to cure the same. Should there be a material breach and should the same fail to be cured or resolved, then both parties shall have all rights and remedies against the other as permitted by law and or this Agreement. Valor acknowledges that the District is responsible for the well-being and best interests of all the students within the Emmett School District. In the event the District finds the Valor staff to be unsatisfactory or unsuitable, then the District shall notify Valor in writing of such finding. Upon receiving in writing a complaint, Valor will have (45) days in which to resolve the situation within reason to the District's satisfaction.

12. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the District and Valor, and is not intended to benefit any third party, including any parent, guardian, student athlete, or student trainer. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

13. **Attorney's Fees.** If either party brings any action to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

14. **Other Services.** From time-to-time, the District or High School may request additional services to Training Services, but which are not Training Services, which Valor may be willing to provide, in its discretion ("Other Services"). The terms of Other Services will require negotiation and a separate Agreement.

15. **Entire Agreement.** This Agreement (a) constitutes the entire agreement between the District and Valor concerning the subject matter of this Agreement, (b) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties regarding the subject matter of this Agreement, and (c) may not be amended except in writing signed by the District and Valor. The laws of the state of Idaho shall govern this Agreement.

Dated effective as of August 1, 2017.

**Emmett School District**  
400 S Pine St #1  
Emmett, ID 83617

**Valor Health**  
1202 E. Locust St.  
Emmett, ID 83617

Signature: Wayne L. Rush  
Date: 10-6-2017  
Printed: Wayne Lee Rush  
Title: Superintendent

Signature: Bradley Turpen  
Date: 10/13/17  
Printed: Bradley Turpen  
Title: Interim CEO, COO