

AGREEMENT FOR THE PROVISION OF SPORTS MEDICINE SERVICES

This agreement is made effective the _____ day of _____, 2015, by and between Essentia Health System (“EHS”), and the Pelican Rapids High School (“PRHS”).

RECITALS

- A. EHS is a not-for-profit organization whose purposes include advancement of healthcare in the region that it serves.
- B. PRHS is a high school which is required to provide professional sports medicine services to its student athletes.
- C. PRHS wishes to obtain, and EHS wishes to provide, sports medicine services to be provided by one or more EHS-employed health care professionals as set forth in this agreement.

AGREEMENT

- 1. Professional Services. EHS-employed physicians and/or other professionals (“Professionals”), as applicable, will provide the services described in Exhibit A (“Services”). Prior to the commencement of this agreement, EHS will provide PRHS with the name(s) of the professionals (“Professionals”) who will provide Services under this agreement. Should there be a change in the Professionals providing services, EHS will notify PRHS of the intended change. EHS will ensure that Professionals perform the Services in compliance with applicable statutes, regulations, and standards of federal, state and other governmental and regulatory bodies having jurisdiction over the Professionals.
- 2. Schedule. The scheduling of time spent by Professionals in the provision of Services shall be mutually agreed upon by PRHS and EHS, and time spent providing Services may be unevenly divided among the months, regardless of how payment is scheduled hereunder. If the parties are unable to agree on the scheduling and/or the amount of Services, either party may terminate this agreement as set forth in section 12.
- 3. Space, Equipment, Staff Services and Supplies. PRHS shall make available to Professionals all such space, equipment, staff services and supplies as may be necessary for Professionals to provide the Services hereunder.
- 4. Further Obligations of PRHS. PRHS agrees to the obligations set forth in Exhibit B.
- 5. Payment. PRHS shall pay EHS the amounts set forth in Exhibit A. EHS shall invoice PRHS on a monthly basis, and PRHS shall pay such invoices within thirty (30) days of receipt. In the event of termination of this agreement for any reason, PRHS will promptly make to EHS a final payment for all Services rendered through the date of termination.

6. Relationships.

a. Relationship between EHS and PRHS. The parties to this agreement are at all times performing as independent contractors. Nothing in this agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between PRHS and EHS and/or Professionals, or any of their agents or employees. Neither EHS nor any of its agents or employees is to be considered an agent or employee of PRHS for any purpose. PRHS and EHS shall each be solely responsible for acts and omissions of itself, its employees and its agents.

b. Relationship to PRHS' Students. This agreement does not create an express or implied contract to provide care to PRHS' students beyond that which is set forth herein. Further, EHS's commitment to provide Services hereunder does not obligate PRHS' student athletes to utilize such Services.

Persons who receive Services are being served as students of PRHS and not as patients of EHS. EHS and Professionals have no clinical obligation to these students beyond the provision of Services, except to the extent that Professionals may be reasonably expected to respond to an emergent situation which is identified through or which results from the provision of Services. It is each student's responsibility to obtain any medical care that may be necessary/appropriate and which is outside the scope of this agreement, and it is the student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.

c. Non-exclusive Relationship. The relationship between EHS and PRHS is not exclusive.

7. Record Retention. Information related to the provision of Services will be provided to PRHS for maintenance in its student medical records. PRHS assumes all responsibility for ensuring that any such information obtained from EHS is maintained in a manner that complies with applicable federal and state laws and regulations. EHS agrees to treat any private or confidential data in accordance with the Minnesota Government Data Practices Act, Minnesota Statute chpt.13, as if it was a government entity.

8. Insurance. Each party shall, at its expense, carry liability and professional liability insurance or provide self-insurance covering its acts and omissions under this agreement, with limits of amounts which are equal to the liability caps set forth in Minnesota Statutes Section 466.04, as amended.

9. Compliance. Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.

10. Confidentiality. Both parties shall maintain the confidentiality of patient records and medical information, in accordance with applicable state and federal laws, rules and regulations. All documentation and records relating to Professionals' provision of Services hereunder shall be and remain the sole property of PRHS, subject to the student's rights in such documentation and records. As a result of EHS's provision of Services, the parties may have access to or become acquainted with confidential information relating to each other's business operations. Both parties, on their own behalf and on behalf of their employees, acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out their obligations under this agreement. Upon termination of this agreement, both parties agree to return to each other all copies of data, records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential patient information or any general confidential information. The provisions of this section 10 shall survive the termination of this agreement.

For purposes of this section 10, "confidential information" shall not include: (a) information generally known to the public; (b) information which becomes known to the public through no action of either PRHS or EHS; or (c) information for which the disclosure has been consented to by each of the parties.

11. Indemnification. The parties are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.
12. Term and Termination. This agreement shall have an initial term of one year from the effective date set forth above, and shall be automatically renewed for successive one (1) year terms unless terminated as set forth herein. Either party may terminate this agreement by giving the other party thirty (30) days prior written notice of such termination.
13. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, by certified mail or via recognized overnight courier service, to the other party at its address set forth below, or to such other address as such party may designate by notice pursuant to this section. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by certified mail or courier service.

If to EHS:
Essentia Health System
402 East Second Street
Duluth, Minnesota 55805
Attn: John Haugrud

With a copy to:
EHS General Counsel
502 East Second Street
Duluth, Minnesota 55805

If to PRHS:
Attn:

14. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.
15. Miscellaneous. Neither party may assign this agreement without the prior written consent of the other. The parties agree to amend this agreement as necessary to comply with any changes in applicable laws and regulations. This agreement constitutes the entire contract between the parties with respect to the subject matter hereof. It may be executed in any number of counterparts, each of which will be deemed to be the original. No amendment to this agreement or any exhibit shall be effective unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. If any provision of this agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, that provision shall be fully severable. The remaining provisions shall remain in effect, and this agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this agreement.

Essentia Health System

Pelican Rapids High School

By _____

By _____

Print name _____

Print name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
SERVICES and PAYMENT

EHS shall:

- select the employees providing services under this agreement subject, however, to the right of PRHS to approve anyone so selected and to ask for individual replacement should PRHS deem the services provided be unacceptable.
- provide professional sports medicine services with the objective of enabling student athletes to play to their full potential;
- assign a team physician who shall supervise and shall provide backup coverage for the EHS-assigned certified athletic trainer(s) and who shall provide such other services as may be required for EHS to fulfill its obligations hereunder.
- provide PRHS with protocols and practices regarding the assessment and treatment of student athletes;
- coordinate sports medicine services provided by EHS and/or by other health care providers and/or by PRHS-employed personnel;
- direct student athletes to PRHS on-campus medical facilities for treatment of injuries when in the opinion of Professional(s), it is medically appropriate to do so;
- assign to PRHS one or more Professional(s) who are certified athletic trainers to provide services including, but not necessarily limited to the following services, all of which shall be provided in accordance with established protocols and under the medical supervision of the team physician:
 - provide on-duty coverage per a mutually agreed upon schedule; EHS will not provide coverage early mornings or Sunday, and will not travel with teams unless agreed upon by both parties.
 - provide event coverage for contact/collision sports and provide event coverage for all other sports if mutually agreed to by the parties;
 - provide routine training services such as preventive care, assessment and treatment of injuries, rehabilitation of injuries, and assessment of readiness for sports participation;
 - keep an inventory of and arrange for procurement of needed trainer's equipment and supplies;
 - act as the primary liaison between student athletes, coaching staff and other health care providers in matters pertaining to evaluation and treatment of sports-related injuries and other health problems;
 - carry out on-site evaluation and immediate care of injuries/health problems ; "evaluation" typically includes an assessment of the student athlete's readiness to continue or resume practice or play;
 - recommend to students any further evaluation and care that may be required but is beyond the scope of Services provided by EHS hereunder;
 - carry out preventive and rehabilitative care under the direction of the team physician or a registered physical therapist (RPT) who has established a rehabilitative plan of care;
 - report to the coaching staff on a regular basis regarding each student athlete's readiness to play;
 - report information to coaching staff that is specific to any student athlete who is being evaluated or treated for any injury or health problem;

- communicate with the team physician on a regular basis regarding student athletes' readiness to play and the status of all students being evaluated or treated for any injury or health problem;
- provide such additional services based upon need and availability as mutually agreed to by the parties.

PRHS shall pay EHS the following fee(s):

\$1,500 billed annually –

EXHIBIT B
OBLIGATIONS OF PRHS

PRHS agrees to:

- ensure that health history and consent for treatment forms are obtained and returned to PRHS for each student athlete prior to and as a condition of participation in PRHS sports programs;
- recognize the responsibility and authority of Professionals to direct the care of injured student athletes and to determine the type(s) of treatment required;
- recognize the responsibility and authority of Professionals to make final determinations regarding each student athlete's ability to safely participate in practices and athletic events;
- ensure that coaching staff members respect Professionals' assessments of student athletes' readiness to safely participate in practices and athletic events;
- provide a means for PRHS' coaches to communicate with Professionals during all practices and athletic events;
- appoint a liaison to work with Professionals as may be required for Professionals to provide Services hereunder;
- work cooperatively with EHS to determine at which events Professionals must provide on-site Services.

PRHS may, by mutual agreement of the parties:

- acknowledge at all home games, via signage and/or program advertisement, that sports medicine services are provided by EHS; provided, however, that if the parties agree to this provision, EHS shall provide PRHS with information including logos, etc. for the signage and for the program advertisement;
- provide EHS with input regarding the selection of Professionals; and
- provide EHS with feedback regarding Professionals' performance of Services hereunder.