

ATHLETIC TRAINER AGREEMENT

THIS AGREEMENT made this __ 1st __ day of __ July __, 2025, by and between Astera Health, (hereinafter referred to as "Hospital") and Menahga High School, (hereinafter referred to as "High School") shall be as follows:

WHEREAS, Hospital employees Certified Athletic Trainer with valid certification and state registration to practice in the athletic training field.

WHEREAS, High School is interested in utilizing a Certified Athletic Trainer to provide athletic training services.

NOW, THEREFORE, it is mutually agreed by and between the parties:

ASTERA HEALTH RESPONSIBILITIES:

1. To provide a Certified Athletic Trainer ("ATC") at pre-selected days for practice and home game coverage upon request of High School.
2. To provide athletes injury prevention education, recognition, evaluation within scope of practice, and appropriate treatment recommendations with ATC treatment interventions limited to therapeutic exercise, taping and manual techniques.
3. To provide emergency care and first aid at practice or games to be agreed upon in writing at least two weeks prior to commencement of fall, winter and spring sports seasons respectively.
4. To present inservice education and consultation to athletes, coaches, parents and staff at dates agreed upon by Hospital and High School.
5. To make recommendations and referrals to athletes for further medical assistance.
6. To provide assistance with pre-participation examinations. (Note: skin checks to be conducted by physicians and coaches. ATC is unable to sign MN High School League Skin Check forms).
7. To provide an efficient return to activity for the athlete.
8. To maintain accurate documentation and records in accordance with the policies and procedures of Hospital and High School.
9. To ensure the ATC has a national certification, state registration, credentials, immunizations, mantoux, CPR certification, ongoing education/inservice training and a clear criminal background check.
10. To maintain confidentiality of all athletes, athletic injuries and paperwork and to meet HIPAA requirements.
11. To provide reasonable notice if trainer is unavailable.
12. To comply with the Civil Rights Act of 1964, Title VII (USC 2000e) including Executive Order No 11246 and Title VII (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504.

HIGH SCHOOL RESPONSIBILITIES:

1. To orient the ATC in the High School policies and procedures.
2. To provide sports schedules 30 days in advance of each sport season to the ATC in order to make a seasonal schedule.
3. To notify the ATC in advance when any changes in practices (2 hours), games (2 hours), policies and procedures (30 days) may arise.
4. To supply a sufficient amount of athletic training supplies for their athletes.
5. To work and communicate effectively with all Rehab Department employees including Medical Director.
6. To ensure confidentiality of all athletes, athletic injuries and documentation.

MUTUAL RESPONSIBILITIES:

1. Personnel of Hospital and High School will communicate effectively regarding athletes and their care.
2. Athletic Director and Hospital agree to orient each other to policies and procedures that apply to interactions and care of the athletes.
3. If questions or issues outside of this Agreement regarding reporting/communication, ATC will contact appropriate parties of the Hospital and High School.

REQUIREMENTS OF CERTIFIED ATHLETIC TRAINER:

1. Prevention of any athletic injuries or medical conditions.
2. Recognition of the various athletic injuries and conditions.
3. Evaluation of sustained athletic injuries.
4. Provide emergency care and first aid at practice or games.
5. Manage and treat injuries within ATC scope of practice properly and effectively both during practices and games.
6. Use modalities such as superficial heat/cold therapy, exercise, taping, and manual techniques for treatment and rehabilitation. ATC to refer athletes if other modalities or physical agents indicated for treatment and rehabilitation of athlete.
7. Organize and administer an athletic training program including, but not limited to, educating and counseling athletes.
8. Monitor the signs, symptoms, general behavior and general physical response of an athlete to treatment and rehabilitation including, but not limited to, whether the signs, symptoms, reactions, behavior or general response show abnormal characteristics.
9. Consult with primary physicians or other treating providers for a modification in the treatment and rehabilitation of an injured athlete based on the indicators in Number 9 MN.Stat §148.7806d).
10. Assist with the pre-participation screening evaluations.
11. Provide on-site medical coverage for selected home games, selected home practices or other sporting events.
12. Collaborate with other sports medicine professionals and allied health professionals regarding an athlete's rehabilitation steps for safe return to sports participation.
13. Consult with Hospital Medical Staff to determine the standing orders for emergency care, initiation of acute care, and progression of athlete rehabilitation.
14. Provide appropriate education and counseling on nutritional, strength and conditioning, ergogenic aids, substance abuse, hydration, and heat illnesses.
15. Maintain the proper documentation and medical record keeping.
16. Assist the Hospital Medical Staff with developing a chain of command for managing field injuries.

TERM:

This Agreement shall be effective for an initial period of the school year 2025-2026 with review prior to fall, winter and spring sports, and shall thereafter automatically renew for additional one-year periods unless either party terminates this Agreement upon not less than thirty (30) days written notice to the other.

LIABILITY:

The Hospital shall maintain at all times during the term of this Agreement, insurance in the following kinds and amounts:

- Maintain malpractice insurance coverage in an amount no less than three hundred thousand (\$300,000) per individual, one million (\$1,000,000) per claim and three million (\$3,000,000) aggregate.

FINANCIAL CONSIDERATION:

1. ATC services to Menahga High School charged at a rate of \$25.00 per hour up to a maximum of 4 hours per week when school is in session, unless additional hours are approved by the High School and Hospital has sufficient staffing.
2. Education, inservices or other events provided by ATC in addition to core responsibilities to be discussed with Hospital and High School regarding fee.

NOTICES:

All notices required by this agreement shall be in writing and sent by certified mail to the party at the addresses set forth hereinafter. In the event an address changes, the party shall be responsible for notifying the other party of the change of address. Notices shall be sent as follows:

To Hospital	Astera Health c/o Rehabilitation Services Director 411 11 th St NW, Wadena, MN 56482 218-631-7475
To High School	Menahga Public School Attn: Superintendent 216 Aspen Ave S, Menahga, MN 56464

AMENDMENTS:

Any amendment to this Agreement shall be in writing and signed by authorized officials of each party.

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

Hospital and High School have executed this Agreement for a one-year period from ____ July ____, 2025 to ____ July ____, 2026.

ASTERA HEALTH

By Joel Beiswenger
030E84924F701E6FF2D76BDC05C379EC contractworks.
Its **CEO**

HIGH SCHOOL SUPERINTENDENT

By Jason Kjos
47EAA02BD11036899FF893110868AB6F contractworks.
Its **Superintendent**



MARKETING ADDENDUM WITH MENAHGA PUBLIC SCHOOLS

THIS AGREEMENT is by and between **Aster Health**, 415 Jefferson Street, Wadena, Minnesota, 56482 and **Menahga Public Schools**, 216 Aspen Avenue SE, PO Box 160, Minnesota, 56464

IN CONSIDERATION OF the mutual covenants of this Agreement, the parties agree as follows:

ARTICLE 1. TERM AND TERMINATION

- A. **Term.** This Agreement will be effective as of July 1, 2025 and will expire on June 30, 2026. There will be no extension of the Term of Agreement without expressed written consent of the parties.
- B. **Termination.** This Agreement will terminate upon the occurrence of one of the following events:
 - a. **Material Breach.** Either party's failure to remedy a material breach of this Agreement within 30 days of receipt of notice from the other party specifying in reasonable detail the nature of such breach.
 - b. **Termination without Cause.** Either party may voluntarily terminate this Agreement without cause by giving 90 days written notice.

ARTICLE 2. MENAHGA PUBLIC SCHOOLS RESPONSIBILITIES

Website. During the term of this Agreement, Menahga Public Schools will feature Aster Health on its website. This includes the Aster Health logo on the partnership page with a link to Aster Health's website and/or web banner with link to Aster Health's website.

Logo Displays of Partnership. Menahga Public Schools will display Aster Health's partnership by using banners, and scoreboard ads or graphics visible at each sporting event that Aster Health uses athletic training services at. Aster Health will have permanent banners/displays in areas that can accommodate this (gymnasiums, scoreboards, etc.).

Sporting Event Announcements. Menahga Public Schools will mention partnership with Aster Health during announcer breaks and radio coverage of sporting events.

Articles. Aster Health will receive the digital editions of any Menahga Public Schools e-news and will have the opportunity to submit monthly educational articles, including information for educational webinars or presentations for the Menahga Public Schools athletic programs. Articles will be submitted to Menahga Public Schools by the 10th of every month in the months that Aster Health elects to submit an article.

Menahga Public Schools Open Houses or Events. Aster Health will have the option to have a booth or table with service offerings including but not limited to overall health and

wellness, sports medicine and orthopedic program education and offerings.

ARTICLE 3. ASTERA HEALTH RESPONSIBILITIES

Marketing Cooperation. Astera Health will support the development and review all marketing material in cooperation with Menahga Public Schools by providing proofing and marketing material as agreed upon in the terms of this Agreement.

Menahga Public Schools Open Houses or Events. Astera Health will encourage the participation of its staff at open houses or events.

Displays. When necessary, Astera Health will utilize their approved vendors to procure banners. Ads and/or sponsorship costs should be negotiated on an individual basis whether it is a shared or incurred cost by either party.

ARTICLE 4. FEE FOR SERVICE

Fee. Astera Health will pay Menahga Public Schools \$1,000 for the 2025-26 partnership. Payment will be made prior to October 31, 2025.

ARTICLE 5. GENERAL TERMS AND CONDITIONS

Limited License to Use Name and Logo. Each Party grants the other Party a limited license to use its name and logo in advertising and promoting the events as contemplated in this Agreement. Prior to a Party using the other Party's name and logo, such Party shall first submit to the other Party the nature of the use of the name and/or logo. Both Parties agree that such approval will not be unreasonably withheld

Notices. Whether or not stipulated herein, all notices, communication, requests, invoices, and statements required or permitted hereunder must be in writing. Any other notice required or permitted under this Agreement must be given by mailing via first class registered post or express courier, postage prepaid, to the other party at the address specified herein.

Addresses for Notice:

If to Astera Health:

Astera Health
Attn: Marketing Lead
415 Jefferson Street
Wadena MN 56482

If to Menahga Public Schools:

Menahga Public Schools
Attn: Superintendent
216 Aspen Avenue
PO Box 160
Menahga, MN 56464

Governing Law, Jurisdiction and Attorney's Fees. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in a Minnesota county of competent jurisdiction.

Assignment. Neither party will have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other party, provided that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either party will acquire all interest of such party hereunder. Any prohibited assignment will be invalid.

Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party, by virtue of this Agreement, will have any right, power, nor authority to act or create any obligation, expressed or implied, on behalf of the other party. Except as otherwise provided, or as may hereafter be established by a written agreement executed by authorized representatives of the parties, all operational expenses incurred by either party will be borne by the party incurring the expense.

Liability. Each party will be responsible for their own acts and the results thereof.

Limitations of Liability. Neither party will, by reason of termination of this Agreement or otherwise, be liable to the other party for any punitive, special, incidental or consequential damages including but not limited to: compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated commissions on sales or anticipated sales, or expenditures, investments or commitments made in connection with the establishment, development or maintenance of the selling representation created by this Agreement or in connection with the performance of obligations regardless of the form of action, whether in contract, tort or other legal theory. The foregoing limitation will apply (a) even if such party has been advised of the possibility of such damages and (b) notwithstanding any failure of essential purpose of any limited remedy herein.

Entire Agreement. The individuals signing this Agreement are authorized to execute said Agreement and it is binding upon the parties. This Agreement supersedes all prior understandings and agreements between the parties and may not be amended orally, but only in writing as mutually agreed upon.

Severability. In the event that any of the terms of this Agreement are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any of the other terms of this Agreement. This Agreement will continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from the remainder of this Agreement.

Successors. All rights and remedies of the parties hereunder will inure to the benefit of their successors and assigns.

Amendments. This Agreement will not be deemed or construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, other than by written amendment signed by both parties.

Execution and Delivery of Documents. Each of the parties hereto, his or her heirs, legal representatives, successors, and assigns, will do all things to execute and deliver any and all documents which may be necessary at any time to carry out and effectuate the terms and conditions of this Agreement.

Representations and Warranties. Each party hereby represents and warrants to the other party that (i) it is duly organized, validly existing and in good standing under the jurisdiction of its organization, with full power and authority to enter into and perform its obligations under this Agreement; (ii) it has validly executed this Agreement, and upon delivery, this Agreement will be a binding obligation of such party, enforceable against such party in accordance with its terms, and (iii) its entry into this Agreement and the performance of its obligations hereunder will not require the approval of any governmental authority and will not violate, conflict with, or cause a default under any of its organization documents, any contractual covenant or restriction by which such party is bound, or any applicable law.

Waiver. No consent or waiver, express or implied by either party, to or of any breach or default by the other in the performance by the other of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party, or to declare the other party in default, irrespective of how long such failure continues, will not constitute a waiver of such party of its rights hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound thereby.

Astera Health

Joel Beiswenger

030E84924F701E8FF2D76BDC05C070EC contractworks

Joel Beiswenger, CEO

Date: 06/12/2025

Menahga Public Schools

Jason Kjos

47EAA02BD11D26899EF8031D668A98F contractworks

Jason Kjos, Superintendent

Date: 06/14/2025