

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 4th day of May 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and **St. Eligius Health Center**, an independent Facility, hereinafter called Facility.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Facility will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

### **1. DATES OF SERVICE**

This Agreement shall be deemed to be effective as of **April 2016**, and shall remain in effect until **June 30<sup>th</sup>, 2016**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### **2. WITNESSETH THAT:**

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

### **3. DISTRICT RESPONSIBILITIES**

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.

- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.
- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

#### **4. FACILITY RESPONSIBILITIES**

- a. The Facility will maintain current licensure by the Minnesota Department of Health or any other appropriate and required licensure body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c. The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.

- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.
- g. The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
- l. The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

## 5. MUTUAL RESPONSIBILITIES

- a. The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and

procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
  - 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations
  - 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
  - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - 5) Communication to identify areas of mutual need or concern;
  - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
  - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.
- d. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- e. Commercial General Liability Insurance
  - i. The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- f. Professional Liability Insurance
  - i. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
  - ii. The School/District will maintain Professional Liability insurance for participating students and faculty with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
  - iii. The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
  - iv. If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.
- g. Additional Conditions:

- i. An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.
- ii. Each party shall provide to the other party upon request certificates of insurance or self- insurance evidencing the required coverage.
- iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.
- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

## **6. STUDENT REQUIREMENTS**

- a. Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

## **7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE**

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or

illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.

- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District faculty member or student must submit proof of recovery to the District or Facility, if requested.

## **8. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

## **9. TERM OF AGREEMENT**

This Agreement is effective on the later of **March 1, 2016**, or when fully executed, and shall remain in effect until **June 30, 2016**. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

## **10. FINANCIAL CONSIDERATION**

- a. The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

## **11. AMENDMENTS**

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

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

## **12. STATE AUDIT**

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

### 13. DATA PRIVACY

The requirements of Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.P.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

### 14. OTHER PROVISIONS

#### a. Notices.

All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of **Bradley Vieths, Vocational Programs Coordinator**, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to:

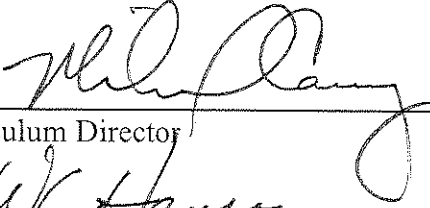
- b. The Facility shall have sole discretion to determine its capacity to accept students for the clinical experience program under this Agreement, whether such capacity is described in terms of the number of students on-site at any one time, the number of hours of clinical supervision that the Facility can provide over a period of time, or other such description of capacity. The Facility shall communicate such capacity to the District before students may be assigned to the clinical experience at the Facility.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

FACILITY

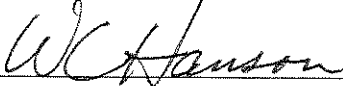
Program Director



Facility Signature

5/4/14

Curriculum Director



CFO/Executive Director of Business Services

Taxpayer ID Number





License Number L-  
Standard Short Term

## UNIVERSITY OF MINNESOTA USE AGREEMENT

**THIS USE AGREEMENT** (the "Agreement") is entered into effective as of 4/26/16 by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and ISD 709 (the "Landlord"), a unicorporated entity. This Agreement is entered into by the University through its Department of Intercollegiate Athletics.

1. **Leased Premises.** Landlord, in consideration of the rents and covenants contained in this Agreement, does lease to University, and University does rent from Landlord premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. **Use.** University will use and occupy the Premises, just as they are, during the hours of 8 an to 8 pm on the following date(s): April 27, 2016 to May 11, 2016, for the following purpose(s):

Use of Central High School track facility, shot put, discus

3. **Services.** Landlord will provide all services reasonably required for University's use of said Premises, including heat or air-conditioning, electricity, water/sewer, garbage removal, janitorial services and n/a.

4. **Rent.** University agrees to pay to the Landlord as gross rent for the Premises the sum of zero and no/100 dollars (\$0, reciprocal use in lieu of fee), to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement, unless other payment terms are specified in paragraph 14 this Agreement.

5. **Quiet Possession.** Landlord promises that upon paying rent and performing the promises contained herein, the University will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.

6. **Assignment or Sublease.** University will not assign this Agreement or sublet the Premises without the consent of the Landlord.

7. **Surrender of Premises.** University will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the Landlord in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted.

8. **Indemnification.** University agrees to hold the Landlord harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability,

occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the Landlord, its agents, employees or representatives.

8.1 Landlord agrees to hold the University harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the University, its agents, employees, representatives and/or volunteers who are under the direction and the control of the University.

9. **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, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University:                      University of Minnesota  
Attn.:  
c/o Real Estate Office  
424 Donhowe Building  
319-15th Avenue SE  
Minneapolis, MN 55455-0199  
Facsimile No: (612) 624-6345  
E-mail: reo@umn.edu

With a copy of                              University of Minnesota  
default notices to:                      Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624  
E-mail: contracts@mail.ogc.umn.edu

If to the Landlord:                      ISD #709  
Attn: William Hansen  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802  
Facsimile No.: 218-336-8909  
E-mail: william.hansen@isd709.org

10. **Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

11. **Use of University Name or Logo.** Landlord agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

12. **Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

13. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

14. **Special Conditions.** none

IN WITNESS WHEREOF, University and Landlord have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota

ISD 709

By: J. Berlo  
Name: Josh Berlo  
Title: Athletic Director  
Date: 7/26/16

By: WCHanson  
Name: William Hansen  
Title: Director of Business Services  
Date: 5/4/16

## SPORTS MEDICINE SERVICES AGREEMENT

BETWEEN ST. MARY'S DULUTH CLINIC HEALTH SYSTEM d/b/a ESSENTIA HEALTH EAST  
AND DULUTH PUBLIC SCHOOLS

This agreement is made effective as of August 1, 2016 by and between Duluth Public Schools (hereinafter referred to as "DPS") and St. Mary's Duluth Clinic Health System, d/b/a Essentia Health East (hereinafter referred to as "ESSENTIA").

### RECITALS

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

### AGREEMENT

- 1. Professional Services. ESSENTIA-employed physicians and/or other ESSENTIA professionals ("Professionals"), as applicable, will provide the services described in Exhibit A ("Services"). Prior to the commencement of this agreement, ESSENTIA will provide DPS 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, ESSENTIA will notify DPS of the intended change. ESSENTIA 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 DPS and ESSENTIA, and time spent providing Services may be unevenly divided among the months. 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. DPS 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 DPS. DPS agrees to the obligations set forth in Exhibit B.

5. Payment. ESSENTIA will provide the Services to DPS in exchange for the promotional tactics and other responsibilities described in Exhibit B.

6. Relationships.

a. Relationship between ESSENTIA and DPS. 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 DPS and ESSENTIA and/or Professionals, or any of their agents or employees. Neither ESSENTIA nor any of its agents or employees is to be considered an agent or employee of DPS for any purpose. DPS and ESSENTIA shall each be solely responsible for acts and omissions of itself, its employees and its agents.

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

Persons who receive Services are being served as students of DPS and not as patients of ESSENTIA. ESSENTIA and Professionals have no clinical obligation to these students beyond the provision of Services, except to the extent those 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.

7. Record Retention. Information related to the provision of Services will be provided to DPS for maintenance in its student medical records. DPS assumes all responsibility for ensuring that any such information obtained from ESSENTIA is maintained in a manner that complies with applicable federal and state laws and regulations. ESSENTIA agrees to treat any private or confidential data in accordance with the Minnesota Government Data Practices Act, Minnesota Statute chpt.13, as if it were 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, as amended, 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 DPS, subject to the student's rights in such documentation and records. As a result of ESSENTIA'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 DPS or ESSENTIA; 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 three years from the effective date set forth above, and shall automatically renew for successive three (3) year terms unless earlier terminated as set forth herein. Either party may terminate this agreement by giving the other party ninety (90) 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 ESSENTIA:  
Essentia Health East Region  
402 East Second Street  
Duluth, Minnesota 55805  
Attn: John Haugrud

With a copy to:  
Essentia Health Office of General Counsel  
502 East Second Street, MDMC120  
Duluth, Minnesota 55805  
Attn: Chief Legal Officer

If to DPS:

ISD 709 - DULUTH PUBLIC SCHOOLS  
215 N 15<sup>TH</sup> AVE E  
DULUTH, MN 55802

Attn: DIRECTOR OF BUSINESS SERVICES

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.

St. Mary's Duluth Clinic Health System,  
dba Essentia Health East

By

Print name

Title

Date


Duluth Public Schools

By

Print name


Title

Date

  
\_\_\_\_\_  
John W. Houserud

MANAGER - SPORTS MEDICINE

2-8-16

  
\_\_\_\_\_  
Bill Hanson

CFO

5/19/16

## EXHIBIT A SERVICES

ESSENTIA shall:

- select the employees providing services under this agreement subject, however, to the right of DPS to approve anyone so selected and to ask for individual replacement should DPS deem the services provided to 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 ESSENTIA-assigned certified athletic trainer(s) and who shall provide such other services as may be required for ESSENTIA to fulfill its obligations hereunder.
- provide DPS with protocols and practices regarding the assessment and treatment of student athletes;
- coordinate sports medicine services provided by ESSENTIA and/or by other health care providers and/or by DPS-employed personnel;
- direct student athletes to DPS on-campus medical facilities for treatment of injuries when in the opinion of Professional(s), it is medically appropriate to do so;
- assign to DPS 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 daily coverage per a mutually agreed upon schedule; ESSENTIA 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 ESSENTIA 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.

Services will be provided by ESSENTIA to DPS with no annual fee in exchange for DPS's performance of the obligations described in Exhibit B.

Check if applicable:

- DPS shall reimburse ESSENTIA for reasonable, documented travel expenses in accordance with the then-current IRS standard mileage rates, and shall reimburse ESSENTIA or shall directly pay for all other reasonable and appropriate related expenses including, but not necessarily limited to, lodging and meals.

**EXHIBIT B**  
**OBLIGATIONS OF DPS**

DPS agrees to:

- ensure that health history and consent for treatment forms are obtained and returned to DPS for each student athlete prior to and as a condition of participation in DPS 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 DPS' 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 ESSENTIA to determine at which events Professionals must provide on-site Services.
- acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by ESSENTIA
  - All acknowledgements should be healthcare industry exclusive (any existing signage in the facilities can remain during current contract duration, but not be renewed and nothing new can be added).
- ESSENTIA shall provide DPS with information including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement
- Signage on training room and weight room door (if applicable) to acknowledge that orthopedic & sports medicine services are provided by ESSENTIA
- provide additional promotion opportunities as agreed upon by ESSENTIA's Marketing Team and DPS
- make coaches aware of the Services being provided by ESSENTIA
- provide ESSENTIA with input regarding the selection of Professionals; and
- provide ESSENTIA with feedback regarding Professionals' performance of Services hereunder.



- o The liability of the University is limited by the constitution and laws of the State of North Dakota and by the limits of the insurance of the University.

3. *Responsibilities of the student:*

- o Serve others in ways that model the professional, religious, ethical, and humanistic values inherent in the Benedictine tradition of health care established by the University sponsors, the Sisters of Annunciation Monastery;
- o Follow the administrative policies of the facility
- o Follow the facility's regulations regarding professional attire
- o Follow the schedule and operating hours of the facility
- o Gain written permission from the facility before publishing any written material relating to the clinical education experience
- o Provide transportation to and from facility
- o Subsidize and provide documentation and proof of immunization as required by the facility
- o College student's claims to workers' compensation or unemployment compensation insurance programs shall be determined by State law for students enrolled in the program.

4. *General*

- o This agreement is not assignable, but is binding on the corporate successors of the parties.
- o This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- o This agreement is of indefinite duration, however, it is subject to termination by either party upon 90 days' written notice to the other, delivered by registered mail.
- o This agreement shall be effective when executed by both parties.
- o Each party shall be responsible for claims, losses, damages, and expenses which may arise out of negligent acts or omissions of that party or its agents, employees, or students in performance of this agreement.
- o It is mutually agreed that there shall be no discrimination on the basis of race, color, religion, sex, age, national origin, disability, marital status or public assistance, in accordance with applicable laws.

**University**

By \_\_\_\_\_ Date \_\_\_\_\_  
Executive Vice President

By \_\_\_\_\_ Date \_\_\_\_\_  
Program Director in Occupational Therapy

By \_\_\_\_\_ Date \_\_\_\_\_  
Academic Fieldwork Coordinator

Facility  
By Laura Klepner Date 2/24/16  
Clinical Coordinator of Clinical Education

By [Signature] Date 5/31/16  
Facility Administrator

[Signature] 5/31/16  
CFO

5/31/16

To whom it may concern:

As an occupational therapist in ISD 709,  
I would like to be a supervisor of a fieldwork/  
intern student in the field of occupational therapy.  
This is a required part of a college requirement,  
similar to a teacher's "student teaching."

I am aware of the OT student interested  
in completing her fieldwork, as she has gained  
observation hours with me in another setting.

Please contact me w/ questions or concerns.

Sincerely,

Laura Kleffman  
218-409-2587