

**CLINICAL PROFESSIONAL SERVICES AGREEMENT**  
**(Athletic Training Services)**

**EFFECTIVE DATE:** August 1, 2026

**PARTIES:**

Grand Itasca Clinic and Hospital (“GICH”)

Independent School District No. 118,  
contracting on behalf of: (“District”)

Northland Community School (“School”)

**RECITALS**

A. GICH is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code and an integrated system comprised of hospitals, clinics and other facilities.

B. District is a community school district that operates various schools in the Grand Rapids, a Minnesota community, including the School.

C. The parties entered into a Clinical Professional Services Agreement (Athletic Training Services) effective at the beginning of the 2025 – 2026 school year, pursuant to which GICH provided athletic training services to the School through GICH’s Athletic Training Program (the “**Previous Agreement**”).

D. The Previous Agreement expired and terminated by its terms on August 1, 2026, and parties now desire to enter into this Clinical Professional Services Agreement for Athletic Training Services (“**Agreement**”), pursuant to which GICH will provide athletic training services to the School for the 2026 – 2027 school year in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals (which are true and correct and are hereby incorporated into the Agreement by this reference), the terms and conditions hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1**  
**Responsibilities of GICH**

**1.1 Provision of Services.** Commencing on the Effective Date or such later date mutually agreed upon by the parties, GICH shall provide, through its employed athletic trainers (individually, “**Athletic Trainer**” and collectively, “**Athletic Trainers**”) the services set forth in Exhibit A of this Agreement, which is incorporated herein by reference (“**Services**”).

**1.2 Exclusivity.** GICH shall have the exclusive right to provide athletic trainer and

other sports medicine services for District and the School. District and the School agree to refrain from retaining, hiring, employing or permitting any other person or entity other than GICH to provide any such services for District during the term of this Agreement.

**1.3 Qualifications.** GICH shall ensure that each Athletic Trainer providing Services hereunder shall be certified by the Board of Certification for the Athletic Trainer and licensed in the state of Minnesota, and a copy of his/her licensure shall be on file with GICH.

**1.4 Maintenance, Storage and Disclosure of Treatment Records.** All treatment records prepared by GICH's Athletic Trainers shall be maintained and stored by the School. GICH and District acknowledge that the Minnesota Government Data Practices Act, the Family Educational Rights and Privacy Act and other laws and regulations apply to private information obtained and/or used by GICH, District, and/or School in the course of performing their contractual duties herein and that the obligations imposed therein shall apply to all parties to the same extent, and further that such private information shall never be disclosed to any third party without the procedures required by law. Further, GICH and District agree to modify this Agreement as necessary to comply with any applications of federal and state laws regarding confidential health information. Should any applications of or modifications of the current or future laws make provisions in this Agreement invalid, GICH and District agree to negotiate in good faith to reach a new agreement that addresses those changes, and if such agreement cannot be reached, GICH shall have the right to terminate this Agreement pursuant to Section 6.2.5 of this Agreement. This provision shall survive the termination of the Agreement.

**1.5 HIPAA Information Packet.** GICH will provide the School with an informational packet concerning HIPAA (as such term is defined below) that will include GICH's Privacy Notice or alternatively provide a link to such informational packet. The School will be authorized to copy the information contained in the packet and shall provide the packet to each student athlete (or parents) prior to his/her participation in a School sport in which GICH will be providing Services. Additionally, the School warrants and represents to GICH that it will require that the parent(s) sign the Minnesota State High School League eligibility form which includes privacy protection language, and will provide a copy to GICH upon request.

**1.6 GICH Insurance.** GICH shall maintain professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate on behalf of and covering GICH and each of the Athletic Trainers individually. GICH shall also maintain general liability insurance of at least One Million Dollars (\$1,000,000) per occurrence, including contractual liability. Such insurance coverage shall be obtained through reliable insurance companies or as part of a self-funded plan and GICH shall act promptly to restore proper insurance coverage upon any termination, cancellation, lapse or any other material change in such insurance coverage. GICH shall provide a certificate or proof of insurance upon written request. GICH shall notify School promptly of any actual or threatened claim, action, suit or proceeding related to activities undertaken pursuant to this Agreement and shall cooperate in all respects with School in the defense of any such claim, action, suit or proceeding. The provisions of this section shall survive the termination of this Agreement with

respect to any claim, action, or proceeding relating to actions or omissions alleged to have occurred during the term of this Agreement.

**1.7 Cooperation.** GICH and School agree that School's employees and GICH's Athletic Trainers shall act in a courteous and respectful manner toward all students, staff, family members, employees and others. GICH shall cooperate fully with District and School in the investigation and resolution of complaints and the parties shall coordinate with each other concerning such complaints.

## **ARTICLE 2 Responsibilities of School**

**2.1 School's Obligations, Representations and Warranties.** The School shall provide and maintain (or cause to be provided and maintained) such facilities, equipment and on-site supervision as the School reasonably deems necessary for the Athletic Trainers to perform the Services. The School also shall provide a safe and professional work environment conducive to providing high quality care to the School's students. If the School fails to provide a safe and professional work environment, GICH, in its sole discretion, may terminate this Agreement immediately upon written notice.

**2.2 Advertising.** The School shall provide GICH with advertising opportunities at the School at no charge, including advertisements on the School's website, programs, and other advertising as agreed upon by the parties. Furthermore, the School shall recognize GICH as its exclusive provider of athletic training services through announcements and rosters at School sporting events throughout the year. GICH shall also have exclusive rights for all advertising opportunities at the School related to medical services, and a right of first refusal with respect to any other advertising opportunities.

**2.3 School's Insurance.** The School shall obtain and keep in force general liability and other applicable insurance coverage covering the School and its employees with limits of liability as are reasonable and customary for risks incident to the School's obligations under this Agreement. Such insurance coverage shall be obtained through reliable insurance companies or as part of a self-funded plan and the School shall act promptly to restore proper insurance coverage upon any termination, cancellation, lapse or any other material change in such insurance coverage. The School shall provide a certificate or proof of insurance upon written request. The School shall notify GICH promptly of any actual or threatened claim, action, suit or proceeding related to activities undertaken pursuant to this Agreement and shall cooperate in all respects with GICH in the defense of any such claim, action, suit or proceeding. The provisions of this section shall survive the termination of this Agreement with respect to any claim, action, or proceeding relating to actions or omissions alleged to have occurred during the term of this Agreement.

**2.4 Student Insurance.** Students are responsible for their own personal, health and travel insurance.

## **ARTICLE 3 Confidentiality**

**3.1 Confidentiality of Student Records.** All medical information and/or data

concerning specific students (including, but not limited to, the identity of the students), derived from or obtained during the performance of the Services, shall be treated by GICH and the School as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the Minnesota Health Records Act, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. To the extent that additional legal and regulatory requirements regarding the confidentiality and security of student records are enacted, the parties shall amend this Agreement as necessary and cooperate to achieve compliance with such requirements. If requested by School upon termination of this Agreement, GICH agrees to immediately return to School all copies of all data, records or other tangible documents which contain, embody or disclose, in whole or in part any confidential patient information. If return is not possible, GICH shall confidentially maintain such information in accordance with the requirements of this section.

**3.2 Survival.** The provisions of Article 3 shall survive the termination of the Agreement.

#### **ARTICLE 4 Indemnification**

Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, any related entity, and each of their directors, trustees, officers, employees and agents or representatives (the “Indemnified Parties”), from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, judgments, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys’ fees, costs and interest (“Damages”), asserted against, imposed upon or incurred by the Indemnified Parties that are attributable to the Indemnifying Party’s default under or failure to perform any contractual or other obligations, commitment or undertaking under this Agreement, the negligence or willful misconduct of the Indemnifying Party or its employees, agents or representatives in the discharge of its or their responsibilities under this Agreement, or any other negligent act or omission of the Indemnifying Party or its employees, agents or representatives attributable to this Agreement. The preceding indemnification provisions shall only apply: 1) to the extent that the Damages are asserted against, imposed upon or incurred by the Indemnified Parties based on a theory of vicarious liability for the actions or omissions of the Indemnifying Party or its employees, agents or representatives; or 2) the Damages would not have been asserted or arisen other than solely due to the acts or omissions of the Indemnifying Party or its employees, agents or representatives.

Otherwise, each party shall be responsible for Damages attributable to its own default under or failure to perform any contractual or other obligations, commitment or undertaking under this Agreement. For situations where both Parties are jointly or severally liable, each Party shall be liable for Damages in proportion to the percentage of fault attributable to each and the Parties agree

to indemnify each other and their respective related entities and each of their directors, trustees, officers, employees and agents or representatives to accomplish the intent of this paragraph.

The provisions of this Section shall survive the termination of this Agreement with respect to any Damages related to acts or omissions occurring during the term of this Agreement or related to the termination or transition of this Agreement after the end of the term.

The indemnification provisions set forth above only apply to third party claims. To the extent either party is, or may be, directly liable to the other party, these indemnification provisions are not applicable, and the damaged party shall be entitled to all appropriate claims and remedies available by law or equity or as otherwise set forth in this Agreement.

## **ARTICLE 5 Billing & Compensation**

Billing and compensation obligations are set forth in Exhibit B to this Agreement.

## **ARTICLE 6 Term & Termination**

**6.1 Term.** The term of this Agreement shall commence on the Effective Date and shall end at midnight on the one (1) year anniversary of the Effective date.

**6.2 Termination.** This Agreement shall terminate under any of the following circumstances:

**6.2.1** The expiration of the term of this Agreement, unless extended or renewed by the mutual agreement of the parties expressed in writing.

**6.2.2** By mutual written agreement of the parties.

**6.2.3** Upon default by either party under any material term of this Agreement and failure to cure such default within ten (10) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, the Agreement shall be deemed terminated without further action and the non-defaulting party shall be entitled to any remedies at law or equity that may be relevant as damages for such default.

**6.2.4** Upon the bankruptcy or dissolution of either party.

**6.2.5** Upon the failure of GICH and District to reach an agreement for modification of the Agreement pursuant to Section 1.4.

**6.2.6** If either party fails to maintain insurance as required by Sections 1.6 and 2.3.

## **ARTICLE 7 Arbitration**

If a dispute arises between GICH and School regarding any of the provisions of this Agreement, excluding the indemnification obligations herein, the parties will attempt in good faith to resolve the dispute and, if they are not able to resolve the dispute, the dispute shall be referred in writing to an Arbitrator, who shall be a member in good standing with the American Arbitration Association, and whose decision shall be final and binding in all respects. The parties shall mutually agree on the Arbitrator and, if they are unable to do so, each party shall select one (1) person and the persons so selected shall select the Arbitrator. The expense of the Arbitrator shall be borne equally by the parties. Arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with the Rules of the American Arbitration Association. The Arbitrator shall have no power to award attorneys' fees or punitive damages to either party.

## **ARTICLE 8**

### **General Provisions**

**8.1 Non-Solicitation.** For a one (1) year period following termination of this Agreement for any reason, District and School shall neither directly nor indirectly solicit, employ or engage the services of any Athletic Trainer who provided services under this Agreement. Should District or School desire to employ or engage the services of any Athletic Trainer who provided services under this Agreement, District shall provide a ninety (90) day notice to GICH. District and School may continue to utilize the Athletic Trainer under this Agreement during this ninety (90) day notice period, provided that District shall pay a fee of Ten Thousand Dollars (\$10,000.00) to GICH at the end of such period.

**8.2 Entire Agreement; Amendments.** This Agreement, and any attachments or exhibits hereto, represent the entire agreement and understanding of the parties with respect to the Services and subject matter herein and all prior understandings between the parties with respect to the Services and subject matter herein are superseded by this Agreement, including, without limitation, the Previous Agreement. This Agreement may be amended only upon the mutual written consent of the parties.

**8.3 Independent Contractors; Taxes.** GICH is, and at all times during the term of this Agreement shall remain, an independent contractor and not a partner of or joint venturer with School or District. GICH and the Athletic Trainers providing Services under this Agreement are, and at all times during the term (and renewal terms) of this Agreement and shall remain independent contractors and not employees or agents of School or District. School shall neither have nor exercise any control or direction over the methods by which any of the Athletic Trainers performing professional services pursuant to this Agreement shall accomplish their professional duties; provided that GICH and Athletic Trainers will at all times perform the Services in accordance with this Agreement and currently-approved methods and practices of their professional specialty, and in a competent, efficient, safe and satisfactory manner, properly coordinated with other functions of School.

**8.4 No Third-Party Beneficiaries.** The parties agree that the terms of this Agreement apply only to themselves and are not for the benefit of any third-party beneficiaries.

**8.5 No Waiver; Remedies.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent

breach or violation of the same or any other provision herein. All of the rights and remedies provided herein are cumulative and additional to any rights or remedies the parties may have at law.

**8.6 Governing Law; Venue.** This Agreement shall be construed under the laws of the State of Minnesota without giving effect to its conflicts of law provisions. Any lawsuit, action or proceedings with respect to this Agreement must be brought in the State of Minnesota.

**8.7 Binding Effect; Assignment.** This Agreement is binding upon and enforceable against the parties and their respective successors and assigns. Neither party may assign or delegate any of its rights or obligations under this Agreement without prior written consent of the other party. Notwithstanding the foregoing, GICH may assign this Agreement to any affiliate or any other entity that controls, is controlled by, or is under common control with GICH without District or School's consent.

**8.8 Facsimile Signatures; Counterparts.** This Agreement may be signed in separate counterparts and delivered by hard copy, facsimile scanned .pdf copies, through DocuSign, and all such counterparts together constitute a single agreement.

**8.9 Authorization.** Each person signing this Agreement has the authority to bind their respective party to the terms and conditions of this Agreement and this Agreement will be enforceable as to each party represented. Any obligation, liability, agreement, representation or warranty of School in this Agreement shall be deemed the joint and several obligation, liability, agreement, representation and warranty, respectively, of District and School.

**8.10 Severability; Interpretation.** In the event that any provision of this Agreement violates any applicable statute, regulation, ordinance, or rule of law in any jurisdiction that governs this Agreement, the parties mutually agree to amend this Agreement in writing to comply with the law, or, if the parties are unable to reach agreement through good faith negotiations within ninety (90) days of becoming aware of the conflict, either party may terminate this Agreement effective immediately upon notice in writing to the other party. Any ambiguity in this Agreement shall be interpreted in such a manner to remain valid to the fullest possible extent under the law.

**8.11 Notices.** Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given if delivered personally (including by recognized courier), by e-mail and receipt is acknowledged, or if sent by registered or certified mail, to the party at the address(es) or email(s) as set forth below or as a party may hereafter designate by written notice. Notice given by US mail is effective on the date of mailing. Notices shall be provided to:

For GICH:

Grand Itasca Clinic and Hospital  
ATTN: Legal Department  
2450 Riverside Ave  
Minneapolis, MN 55454  
DCORPLEGAL@GICH.org

For District:

Independent School District No. 118  
ATTN: Mark Morrison  
Superintendent  
316 Main Street  
Remer, MN 56672  
jgreen@isd118.org

**8.12 Compliance with Fraud and Abuse Laws.** Each party represents and warrants that, in performing its obligations hereunder, it shall ensure that it acts in full compliance with all federal and state laws and regulations regarding fraud and abuse, including, without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the False Claims Act. Specifically, the amounts paid hereunder have been determined by the parties, after good faith and arms-length negotiations, to be fair market compensation for the Services provided. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral, or arranging for the referral of patients by either party, or for, or arranging for, the purchase, lease or order of any covered item or service by any party (or their affiliates).

**8.13 Force Majeure.** Neither party shall be responsible for any failure to perform any obligation under this Agreement due to acts of God, strikes, disasters, acts or orders of government, pandemic, or other similar significant disturbances beyond the control of such party. A party subject to such an act of force majeure shall use its best efforts to carry out its obligations under this Agreement and to mitigate any resulting damages. Any such delays or need to modify the Services as a result of an act of force majeure shall not constitute a breach of this Agreement.

**8.14 Cross Reference.** This Agreement will be documented on, and other personal service arrangements between the parties are documented on, one or more GICH master contract lists and/or financial statements that are maintained and updated centrally.

**8.15 COVID-19 Compliance.** School shall be responsible for ensuring that all its activities are in compliance with COVID-19 laws and government orders, as well as guidance from the Center for Disease Control, and the Minnesota Department of Health.

*[Signatures on Next Page]*

IN WITNESS THEREOF, the parties have executed this Agreement through their duly authorized representatives.

**GRAND ITASCA CLINIC AND  
HOSPITAL SERVICES**

Sign: \_\_\_\_\_

Name: Jean MacDonell

Title: President

**INDEPENDENT SCHOOL DISTRICT  
NO. 118**

Sign: \_\_\_\_\_

Name: Mark Morrison

Title: Superintendent

**Acknowledged by:**

**NORTHLAND COMMUNITY SCHOOL**

Sign: \_\_\_\_\_

Name: Mark Morrison

Title: Superintendent

**EXHIBIT A  
SERVICES**

**1. Certified Athletic Trainer.** GICH shall designate one (1) Athletic Trainer to provide Services for the School in accordance with the hours and schedule described herein. GICH has sole discretion to select any qualified individual(s) to serve as a certified Athletic Trainer under this Agreement, and GICH may from time to time appoint different individuals to provide such services.

**2. Athletic Training Services.**

**(a) Athletic Training Room Services.**

(i) Hours. The Athletic Trainer shall be present at the School for the Regular Athletic Training Room Hours set forth on Exhibit A-1. Regular Athletic Training Room Hours shall begin on the Monday of the start of official coaches' practice in the fall. There will be no athletic training room coverage on the school holidays set forth on Exhibit A-2, unless otherwise agreed to by GICH and District. It is understood that the Athletic Trainer may be absent from the School for up to five (5) days of coverage due to illness, vacation, attending continuing education events, or other similar situations. If this occurs, either the Athletic Trainer or a GICH designee will notify the School's Athletic Director as soon as the situation arises.

(ii) Services. During training room hours, the Athletic Trainer shall report to the Head Coach of each in-season sport, and/or the Athletic Director of the School, and shall provide the following training room services:

A. first aid and emergency care to all athletes as needed;

B. injury assessments of all athletes and communication of these findings to coaches, parents, physicians, School officials (Principal, Athletic Director, School Nurse or other officials but only if the information is required as part of the School policy and within their scope of practice), and any other health care provider engaged in the treatment and/or coordination of care of the student athlete, to the extent School has provided Athletic Trainer with contact information for such persons;

C. preventative taping and strapping to athletes as needed;

D. treatment to athletes within the scope of practice of the Athletic Trainer and/or under the supervision of a physician;

E. record maintenance of the following records in an organized and concise manner, including maintaining treatment records of each athlete, and a medical record, parental consent and emergency information of each athlete;

F. pre-season and game preparation of equipment, supplies and

the training room to facilitate the most efficient use of the athlete's time;

G. facilitate setting up ImpACT events for baseline concussion testing and will communicate dates to the School coaches who will help with parent and athlete participation. The School shall provide a computer testing area to use for testing.

H. facilitate functional movement testing as requested by the School; and

I. supervise all student volunteers.

**(b) Administrative Services.** The Athletic Trainer shall provide the following administrative services:

(i) provide the Athletic Director with a budget for expendable supplies on an annual and/or as needed basis, if requested;

(ii) provide the Athletic Director with a budget for equipment on an annual basis, if requested;

(iii) communicate, either in writing or verbally, with the Head Coach, and/or the Athletic Director of the School, when an athlete is injured and thus is unable to participate in practice and/or games; and

(iv) maintain an accurate inventory of all supplies and notify the Athletic Director when supplies need to be ordered.

**(c) Regular Season Athletic Event Coverage.** The Athletic Trainer shall render first aid and athletic training to athletes as needed at the Regular Season Athletic Events specified in Exhibit A-1. Additional coverage may be added during the term of the contract upon mutual agreement. The School shall provide GICH with specific dates, places, and times of the events at least three (3) weeks prior to the start of each season. The Athletic Trainer must be informed of any events that are added or changed within a timely manner. Last minute changes in event coverage may cause a lapse in ability to cover the event. When two events occur simultaneously, the Athletic Trainer will attempt to cover both events, upon request, if possible. If coverage is not available, the Athletic Trainer or a GICH designee will contact the Athletic Director to set up a contingency plan for medical communication. Any such lapse in coverage shall not be considered a material breach of this Agreement.

**(d) Educational Programs.**

(i) **General.** The Athletic Trainer shall be available to provide:

A. consultative services to coaches in the areas of conditioning, diet, safety and nutrition; and

B. in service education classes to teachers, coaches, and parents.

(ii) **Modifications to Educational Programs.** GICH and School shall determine specific details regarding any Educational Programs by mutual agreement, as needed. GICH reserves the right to assess fees for the Educational Program.

3. **Tournaments.** This Agreement does not cover athletic training coverage at tournaments. Tournaments shall be construed as any multiple team contest outside of the scheduled Regular Season Athletic Events, except wrestling quad meets and track meets scheduled to last less than four (4) hours in duration. If the wrestling quad meets and track meets unexpectedly last longer than four (4) hours in duration, GICH may be compensated at the rate of \$40.00 per hour for services provided. Coverage for all other tournament events may be provided by GICH under separate contractual agreements at rates to be negotiated by GICH and District for each event.

**EXHIBIT A-1**  
**CONTRACTED HOME EVENT COVERAGE, REGULAR SEASON COVERAGE**

The School agrees to work cooperatively with GICH to determine at which events Athletic Trainers must provide onsite services. The following is a complete list of Athletic Programs at the School.

**Fall – multiple venue coverage**

Football  
Volleyball  
Cross Country

**Winter – multiple venue coverage**

Boys Basketball  
Girls Basketball

**Spring – multiple venue coverage**

Baseball  
Softball  
Track and Field

**Pre-season Sports (August) – approximately 95 hours**

**Athletic Training Room Coverage**

1-2 hours/2-3 days per week – Fall  
1-2 hours/2-3 days per week – Winter  
1-2 hours/2-3 days per week – Spring

Other event coverage available, including second trainer for home events on same date, at additional cost of \$40/hour.

**EXHIBIT A-2**  
**HOLIDAY SCHEDULE**

1. Labor Day
2. Thanksgiving Day
3. Five Days to include Christmas Day and New Year's Day
4. Five Days during Spring Break
5. Memorial Day

**EXHIBIT B**  
**BILLING & COMPENSATION**

**Services to Be Provided by GICH with No Annual Fee in Exchange for the Following:**

1. Acknowledge at all home games/venues that the Orthopedic and Sports Medicine Services are provided by GICH at events via public announcements, program advertisement as pursuant to Section 2.2.
2. Signage on the training room and weight room doors if applicable to acknowledge the orthopedic and sports medicine services are provided by GICH as pursuant to Section 2.2.
3. 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 may be added) as pursuant to Section 2.2.
4. GICH shall provide the School with information including ads, logos, scripting, etc. for the signage, public address announcement and program advertising.
5. Provide additional promotion opportunities as agreed upon by GICH's marketing team and the School.
6. GICH will purchase, on behalf of the School, licenses for ImPACT testing up to One Thousand Dollars (\$1,000) per year.