

**CONTRACT NAME: AGREEMENT BETWEEN THE
PHYSICAL THERAPY CLINICS, INC AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between The Physical Therapy Clinics, Inc. and DJUSD to provide Davis Senior High School with certified athletic trainers and support employees for its student athletes during the 2017-2018 school year.

The total cost of the agreement is \$48,000 and is allocated in the District budget for athletics.

ATHLETIC TRAINER SUPPORT AGREEMENT

AGREEMENT, dated as of the 15th day of June 2017, between THE PHYSICAL THERAPY CLINICS, INC (“PT CLINICS”) and DAVIS HIGH SCHOOL (the “SCHOOL”).

WITNESSETH:

WHEREAS, PT CLINICS maintains and operates an outpatient physical therapy facility with Certified Athletic Trainers and support employees;

WHEREAS, the SCHOOL is a fully accredited secondary educational institution offering academic and athletic opportunities to its students; and

WHEREAS, PT CLINICS desires to assist the SCHOOL in developing and maintaining an athletic program and the SCHOOL desires to obtain the assistance of PT CLINICS to compliment its interscholastic athletic events.

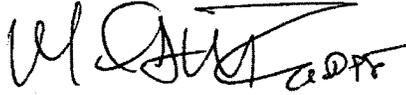
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The SCHOOL shall provide and maintain an appropriate level of athletic training supplies and provide appropriate space for the conduct of any athletic training program, including appropriate equipment for the development of preventative programs. The SCHOOL agrees to provide appropriate support for the development of a student athletic training program. The SCHOOL shall be solely responsible for determining the times of practice and for scheduling all athletic programs. The SCHOOL agrees to identify one or more duly licensed physicians who will be available and serve as “team physicians”.
2. PT CLINICS agrees to provide certified athletic trainers, who shall be employees of, or under contract with, PT CLINICS. PT CLINICS will ensure all staff which provides service to the SCHOOL have passed a criminal records check (fingerprinted) and TB clearance. PT CLINICS shall be responsible for the payment of all compensation and for providing all employment support and benefits, including workers’ compensation coverage, for such athletic trainers. PT CLINICS with the consent of the SCHOOL, shall designate an individual to serve as the primary athletic trainer. The primary athletic trainer shall coordinate alternate coverage (as available) with the athletic director of the SCHOOL.

3. PT CLINICS, using the services of the athletic trainer, shall provide the services listed on Exhibit A hereto. PT CLINICS athletic trainer will attend the games of the SCHOOL as set forth on Exhibit B, except where the SCHOOL has scheduled two or more events at the same time. In the event of a conflict in the scheduling of the games, PT CLINICS' athletic trainer, in conjunction with the SCHOOL's athletic director, will determine which athletic events are to be covered.
4. The hours provided by PT CLINICS hereunder shall not exceed 40 hours per week. In the event that the SCHOOL desires PT CLINICS' athletic trainer to cover other SCHOOL sporting events, PT CLINICS and the SCHOOL will attempt to mutually agree on the coverage of the event and the additional fee for such coverage.
5. The compensation to be paid by the SCHOOL and the payment terms are set forth on Exhibit C hereto. Such compensation will cover all the expenses of PT CLINICS' athletic trainer, except when the SCHOOL requests PT CLINICS' athletic trainer to participate in an out-of-town athletic event requiring travel and/or overnight lodging. In such situations, the SCHOOL shall provide and pay the direct costs of such additional expenses as they are incurred by or on behalf of PT CLINICS' athletic trainer.
6. PT CLINICS will be responsible for providing general liability and professional liability insurance for its services provided under this Agreement. The SCHOOL will be responsible for providing general liability and professional liability insurance for the activities of its employees and agents. Upon written request, both parties shall substantiate to the satisfaction of the other party that such insurance is in full force and effect. The SCHOOL's team physician shall be responsible for providing their own professional liability insurance.
7. Nothing in this Agreement shall be construed to consider either party or their respective employees as the agents or employees of the other party. Without limiting the generality of the foregoing, PT CLINICS shall not, and shall not be considered, to exercise any control over the SCHOOL's team physician or their professional judgment.
8. This Agreement shall be effective from the date written above. The term of this agreement shall begin on July 31, 2017 and terminate on May 25, 2018 subject to the right of either party to terminate this Agreement, for any reason, upon 30 days prior written notice to the other party hereto. Should PT CLINICS be unable to supply a qualified Athletic Trainer for any reason this agreement shall be terminated immediately upon such notice. This Agreement supercedes and replaces all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

The Physical Therapy Clinics, Inc.



By: _____
Mark A. McCoy, D.P.T.
Owner

Address: 10390 Coloma Road, Suite 7
Rancho Cordova, CA 95670

Phone: (916) 858-0950

Davis High School

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

EXHIBIT A

Services provided by PT CLINICS

1. Advise the SCHOOL as to the supplies and training equipment needed for the athletic training program.
2. Assist team physician in designing and implementing a medical records system for athletic injuries.
3. The services provided under this agreement are limited to services that can legally be provided by a Certified Athletic Trainer in California, and will only be provided on campus or at game venues.
4. Coordinate and provide injury follow-up and evaluation for the team physicians.

EXHIBIT B

Games, Events and Practice Coverage

1. Athletic trainer is not to exceed 40 hours per week of Athletic Training coverage of all athletic practices occurring on school grounds and during after school hours, during football and basketball seasons.
2. Athletic Trainer is not to exceed 40 hours per week of Athletic training coverage of all athletic practices occurring on school grounds and during after school hours, during the spring athletic season.
3. Athletic Trainer is not to exceed 40 hours per week of Athletic Training coverage for all home athletic contests occurring during after school hours, during football and basketball seasons.
4. Athletic Trainer is not to exceed 40 hours per week of Athletic Training coverage for all home athletic contests during after school hours, during the spring athletic season.
5. The Athletic trainer may provide coverage for all football games home and away with the permission of the Athletic Director.
6. School will allow PT CLINICS to display company banner at all home football and basketball games as space allows

EXHIBIT C

Compensation and Payment Terms

The SCHOOL will pay a total of \$ 48,000.00 to PT CLINICS for the services hereunder, payable in ten (10) monthly installments of \$4,800.00 beginning in August 2017 until paid in full.

Any work performed by the Athletic Trainer outside of the contracted time, specifically the administration of concussion baseline testing, home weekend tournaments or events requiring additional hours worked, will be charged to the district at a flat hourly rate of \$35.00 along with a \$15 administrative fee for the 2017-18 season.

Monthly invoices shall be sent from the PT CLINICS to the SCHOOL at the following address:

Address: _____

Attention: _____

PO#: _____