



This agreement date August 8, 2013, is made By and Between Unified School District No.377 at 908 Tiger Road, Effingham, Kansas 66023 (“Recipient”), and SERC Physical & Hand Therapy, at 415 S. 10th Street Atchison, Kansas 66002 (“Provider”).

1. **Terms of Agreement.**

- a. The services of a Physical Therapist will be provided from the first day of class to the last day of class for the academic year of 2013-14. This agreement annually renews. Change in terms and conditions must be provided 60 days prior to expiration.
- b. Coach / Staff CPR/AED Training (available).
- c. “Recipient” agrees to provide a 2x3 SERC Ad in school paper through the duration of this agreement.
- d. “Recipient” agrees to a “Provider” banner on gym wall and football field at “Providers” expense.

2. **Payment to the “Provider”.** This service is being offered non gratis through a sponsorship program from “Provider” (SERC Therapy and DR. Brett Miller) at no cost to the school.

3. **Training room visits.** The “Provider” agrees to offer the services of a Physical Therapist for two visits per week to the school during the months of the contract. Kurtis Springstead, DPT has been appointed as lead for this coverage. This time will be used to address sports related injuries and injury prevention. No visits will be scheduled or conducted on days when school is not in session.

4. The “Provider” agrees to provide the services of a Physical Therapist limited to the following coverage and events in accordance to the requested coverage provided by the “Recipient”.

- a) Training Room\* two visits weekly.
- b) Additional Event Coverage (Available)

\*Training room visit will be scheduled for Monday and Wednesday afternoons from 11:30am-12:30pm for the months of the contract. The only exception would be for any given day that classes are not in session. Additional coverage for additional services may be available. A written 30 day request prior to the event is recommended and coverage will be provided based on staffing availability.

5. Any changes in date, time or venue of a scheduled event will be the responsibility of the "Recipient" to notify the "Provider" of such changes. The "Provider" must receive no later than five (5) days prior to the previously scheduled event written communications from the "Recipient" of such changes. A change in date, time or venue from the previously agreed upon date, time or venue may affect coverage availability.
6. The "Provider" is not held responsible for any and all claims, and for any and all injuries associated with participating in sports and/or by providing sports medicine coverage during any and all athletic events.
7. "Recipient" agrees not to employ or attempt to employ any SERC Employees furnished by the "Provider" and the "Recipient" will be responsible for all legal fees and any loss of revenue suffered by the "Provider" in the event of such action for the life of this contract.
8. The "Provider" retains the right to take any appropriate actions regarding the safety and well-being while fulfilling the terms of this contract including inclement weather, or any situation that may arise where the "Provider" believes their safety is compromised.

The "Recipient" and the "Provider" are of mutual consent and have read, understood, and will comply with the above.

\_\_\_\_\_  
"Recipient" Signature

\_\_\_\_\_  
Name/ Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
"Provider" Signature

\_\_\_\_\_  
Name/ Title

\_\_\_\_\_  
Date