

Fortanasce & Associates Residency Program

WORK TRAINING CONTRACT BETWEEN PHYSICAL THERAPY
RESIDENTS AND THEIR EMPLOYER – FORTANASCE & ASSOCIATES
PHYSICAL THERAPY
AGREEMENT FOR ADVANCED WORK-TRAINING PROGRAM IN
ORTHOPAEDIC PHYSICAL THERAPY
January-December 20 __.

THIS AGREEMENT FOR ADVANCED WORK-TRAINING IN
ORTHOPAEDIC PHYSICAL THERAPY (“Agreement”) dated as of
_____, is entered into by and between FORTANASCE &
ASSOCIATES PHYSICAL THERAPY/SPORTS MEDICINE CENTER, a
Professional Corporation (“F&A PT/SMC”), and
_____ (“Trainee”).

WITNESSETH

WHEREAS, F&A PT/SMC has established a forty-six (46) week program
 (“Program”) for certain physical therapists; and

WHEREAS, F&A PT/SMC operates clinical facilities (“Clinical Facilities”)
 set forth in Exhibit A attached hereto and incorporated herein by reference,
 which are suitable for the Program; and

WHEREAS, Trainee desires to receive classroom and clinical training for
 educational purposes only from F&A PT/SMC at its Clinical Facilities; and

WHEREAS, Trainee’s didactic and clinical training is designed to prepare the
 trainee for the taking of the examination for the Specialist Certification in
 Orthopaedic Physical Therapy sponsored by the American Board of Physical
 Therapy Specialties; and

WHEREAS, F&A PT/SMC desires to provide Trainee part-time employment
 during the term of the Program as a way to minimize the adverse financial
 impact on Trainee while completing the Program.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full
 statement of their respective responsibilities during the term of this Agreement
 and in consideration of the representations made above and the covenants and
 conditions set forth herein, the parties agree as follows:

I. OBLIGATION OF TRAINEE

TRAINEE SHALL:

- A. Meet the following eligibility criteria for the participation in the
 Program:
1. Hold a valid California Physical Therapy License;
 2. Have at least six months clinical experience in physical therapy
 direct patient care as a physical therapy student intern or as a physical
 therapist;

3. Have excellent communication skills;
4. Be physically able to appropriately perform manual examination and treatment procedures;
5. Have the psychological, social and physical stability required for participation in and successful completion of the Program;
6. Have been selected by the Program's admission committee based on the eligibility criteria set forth in Subparagraph A.1 through A.5 of this Paragraph I and a review of certain other factors, including, but not limited to, Trainee's background, education, and experience, including relevant teaching and research experience, references, and clinical skills;
7. Satisfactorily complete a pre-employment health screen and submit to F&A PT/SMC an application for employment;
8. Comply with all other requirements for employment;
9. Report for work no later than the date for the orientation date for F&A PT/SMC in January 200__.

B. Participate in the Program as follows: 8 hours of classroom training per week for 22 weeks of the Program, 16 hours of classroom training per weekend for 10 weekends, 58 hours of specialty practice observation, and 4.0 hours of clinical training per week for 46 weeks of the Program. The curriculum for the Program will be determined by F&A PT/SMC in accordance with the guidelines developed by the Orthopaedic Specialty Council of the American Board of Physical Therapy Specialties as published in "Description of Advanced Clinical Practice in Orthopaedic Physical Therapy."

C. Pay to F&A PT/SMC within 60 days of acceptance to the Program the non-refundable tuition fee for the Program in the amount of One Thousand Dollars (\$1,000.00).

D. Perform services as a part-time or full-time physical therapist consistent with the position of Physical Therapy Resident or Staff Physical Therapy Resident while participating in the Program described in subparagraph 1B. Trainee shall perform all duties as may be determined by F&A PT/SMC, including, but not limited to, providing clinical supervision of physical therapist interns, and providing a six hour workshop for staff physical therapists on a selected topic in orthopaedic physical therapy. Trainee will work at least One Thousand Twelve (1012) hours (Average of 21.1 hours per week for 46 weeks) as a physical therapist at the Clinical Facility set forth in Exhibit A and incorporated herein by reference. Trainee may, subject to the need of the Clinical Facility, work additional hours ("Optional Hours") up to a maximum of forty (40) total hours per week. E. Conform to all applicable F&A PT/SMC policies, procedures, rules and regulations as they may be amended from time to time.

II. OBLIGATIONS OF F&A PT/SMC

A. Develop the curriculum for the Program in accordance with the Program accordance with the guidelines developed by the Orthopaedic Specialty Council of the American Board of Physical Therapy Specialties as published in the “Description of Advanced Clinical Practice in Orthopaedic Physical Therapy.”

B. Supervise Trainee’s classroom and clinical training at the clinical facility and provide the necessary instructions for the Program.

C. Provide educational supplies, materials, and equipment used for instruction during the Program.

D. Provide Trainee with orientation information about the Program and Clinical Facility.

E. Prior to permitting Trainee access to the Clinical Facility determine that Trainee meets all appropriate and necessary State and/or Federal requirements for licensure with the Physical Therapy Board of California.

F. Maintain the Clinical Facility so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commissions on Accreditation of Healthcare Organizations.

G. Provide reasonable classroom or conference room space at the Clinical Facility for use in the Program.

H. Permit designated personnel at the Clinical Facility to participate in the Program to enhance trainee’s education so long as such participation does not interfere with the personnel’s regular service commitments.

I. Retain ultimate professional and administrative accountability for all patient care.

J. Have the right to exclude Trainee from participation in the Program, if F&A PT/SMC determines that Trainee is not performing satisfactorily, or fails to continue to meet the eligibility standards set forth in Subparagraphs I.A.1 - I.A.5 above, or is not complying with F&A PT/SMC’s policies, procedures, rules, and regulations.

K. Have the right to withhold certificate of completion upon completion of the Program if the Trainee fails to perform at a satisfactory level during assessment of the Trainee’s performance on 1) The Fortanasce & Associates Criteria-Based Performance Evaluation; 2) 100% of the procedures listed on the Orthopaedic Physical Therapy Procedures Performance Assessment Tool; 3) 90% of the competencies observed during practical examinations using the orthopaedic physical therapy Clinical Skills Performance Evaluation Tool; 4) 70% of the items on the Written Exams given throughout the program; 5) the preparation and submission of a case report to a peer-reviewed journal; 6) the participation in the design, literature review, proposal submission, data collection, data analysis, or publication of a case report or literature review in an area of orthopaedic physical therapy; and 7) the demonstration of a positive involvement in work that addresses a need in the community.

III. COMPENSATION

F&A PT/SMC shall pay Trainee on a bi-weekly basis for all hours worked as a physical therapist by a Trainee in accordance with the following rate schedule:

Job Code: Physical Therapy Resident

Hourly Pay: \$17.00/hr

Benefits: None unless working more than 30 hours per week. If working an average of 30 hours per week, the same benefits that apply to a full time employee will be granted.

IV. TERM, TERMINATION AND AMENDMENT

A. This Agreement shall be effective commencing on January 3, 2000 and terminating December 15, 2000. However, F&A PT/SMC may terminate this Agreement for cause. Termination of this Agreement shall result in Trainee's separation both from the Program and from employment.

Cause Includes, but not limited to:

1. Failure to demonstrate acceptable quality of patient care;
2. Failure to maintain good relations with physicians and the public;
3. Conduct or behavior prohibited by F&A PT/SMC's employment policies and procedures, rules of conduct, or professional, ethical, and moral standards that may be established by the Physical Therapy Board of California and the APTA.
4. Breach of any of the provisions of this Agreement.

B. In the event this Agreement is terminated for cause, Trainee will be provided only the compensation earned as of the time of termination.

C. Trainee agrees that if this Agreement expires or is terminated, Trainee shall immediately deliver to F&A PT/SMC all property in trainee's possession or under Trainee's control belonging to F&A PT/SMC.

D. Participation in the Program does not entitle the Trainee to employment by F&A PT/SMC upon completion of the Program. Trainee understands and agrees that Trainee will not be given special consideration for employment and that F&A PT/SMC has not made any representation as to the availability of future employment.

E. Any Written notice given in connection with the Program or this Agreement shall be sent, postage prepaid, by person(s), as the case may be:
FORTANASCE PHYSICAL THERAPY/SPORTS MEDICINE CENTER
Attention: administrator at the address set forth on Exhibit A attached hereto.

F. This Agreement may not be modified except by writing signed by all the parties.

V. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Trainee or F&A PT/SMC. Section heading in this Agreement is for convenience only and is not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall

be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

VI. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive agreement between the parties hereto. Any prior agreements, promises, negations or representations relating to the subject matter of this Agreement not expressly set forth without reliance upon promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

VII. JURISDICTION

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that state.

VIII. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

IX. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.