



July 1, 2024

Chris McCartt
City Manager
City of Kingsport
415 Broad Street
Kingsport, TN 37660
(423) 229-9400

Re: Letter of Agreement for Physical Wellness/Strengthening Program

I am pleased to present this Letter of Understanding to the City of Kingsport ("City of Kingsport") and initiating a relationship between our entities. Champion Physical Therapy, LLC ("CORA") would like to outline the services City of Kingsport may expect to receive in exchange for providing the services hereunder:

CORA Responsibilities:

- CORA shall provide a physical wellness and strengthening program for City of Kingsport employees, as requested by City of Kingsport.
- CORA shall provide these services during normal business hours at the CORA Physical Therapy Kingsport location (1825 N. Eastman Rd., Suite A Kingsport, TN 37664)
- CORA will require scheduled appointments for initial assessments as well as follow up appointments to be scheduled directly at the facility either in person or via phone (423) 390-8948
- CORA shall provide qualified Physical Therapists (PT), Physical Therapy Assistants (PTA), and or Athletic Trainers (ATC) educated in the field of rehabilitation and licensed by their respective licensing boards, who maintain an unlimited license to practice.
- CORA shall provide access to MedBridge (the mobile platform that maintains their exercise program and progression) to employees during the initial assessment.
- CORA shall bill City of Kingsport \$46/assessment and/or training session.
- CORA shall submit monthly invoices via email (michaelwessely@kingsporttn.gov) to the City of Kingsport Attn: Michael Wesley to include itemized documentation of the date of service, employee name, and employee job title.
- CORA shall not refuse to provide services to any employee on the grounds of race, color, sex, age, disability or national origin.
- CORA will maintain public liability and medical malpractice insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
- CORA shall indemnify and hold City of Kingsport harmless from claims or causes of action from clients or third parties resulting from acts or omissions of CORA in performing all services hereunder.
- CORA shall acknowledge and maintain its obligations to comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA").

City of Kingsport Responsibilities:

- City of Kingsport will reimburse CORA \$46/assessment and/or training session.

- City of Kingsport will pay CORA within 30 days of receipt of invoice from CORA

The parties agree that at the expiry of the Initial Term of any subsequent renewed term, this Agreement shall be renewed for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties of its intention not to renew the Agreement at least 60 working days before the expiry of the Initial Term or any subsequent renewed term.

BINDING AGREEMENT

CORA and City of Kingsport agree that this Letter of Understanding is intended to create a binding obligation of the parties once signed by both parties.

If the foregoing accurately reflects your understanding, please date, sign and return the enclosed copy of this Letter of Understanding. In the event you do not accept this Letter of Understanding by July 15, 2024 the promise hereof will be null and void. We look forward to establishing this relationship with you.

CHAMPION PHYSICAL THERAPY, LLC

By: _____

Title: _____

CITY OF KINGSPORT

By: _____

Title: _____

Accepted this ____ day of _____, 2024