

AGREEMENT TO PROVIDE EDITORIAL SERVICES
For
ORTHOPAEDIC PHYSICAL THERAPY PRACTICE

THIS AGREEMENT made the 31st day of March, 2019, by and between the Orthopaedic Section of the American Physical Therapy Association ("Section") of La Crosse, Wisconsin, and the Orthopaedic Physical Therapy Practice Editor ("OPTPE").

WHEREAS, the Section desires to contract with the OPTPE to provide required editorial services for the publication of *Orthopaedic Physical Therapy Practice*; and

WHEREAS, the OPTPE desires to contract with the Section to provide the editorial services necessary on the terms set forth in this agreement.

THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Duties. OPTPE shall provide the Section with editorial services as may be necessary to produce the Section's publication (print or electronic) known as the *Orthopaedic Physical Therapy Practice*, with such services to at least include the following:
 - a. To exercise control and management of the editorial content of each issue of *Orthopaedic Physical Therapy Practice* and be responsible for the solicitation and acceptance of articles for publication.
 - b. Additional responsibilities and duties are listed below:
 1. Work closely with the Managing Editor of Journals and Newsletters in the Section office to determine content of each issue and achieve timely publication of OPTP.
 2. Adhere to deadlines for publication.
 3. Provide input regarding layout and aesthetics of OPTP.
 4. Write editorials for OPTP.
 5. Make editorial decisions regarding inclusion or exclusion of all submitted articles for OPTP, including verification that there is no violation of copyright or trademark laws.
 6. Edit submitted articles for content, grammar, and structure.
 7. Assist special interest groups (SIGs) in creating, editing, and publishing SIG newsletters within OPTP.
 8. Attend the CSM Board of Directors and Annual Membership meetings each year.
 9. Ensure that a readership survey is completed and the results are provided to the Board of Directors during the 2nd year of the Editor's contract.

2. Compensation. The Section shall pay the OPTPE a yearly honorarium of **\$7,000**. The Section will reimburse the OPTPE for travel and lodging/meals, in accordance with Section reimbursement policy and budget, to attend the annual APTA Combined Sections Meeting and the Fall Section Strategic Planning/Board of Directors meeting once every 5 years.
3. Term of Agreement. This agreement shall be effective as of March 1, 2019 and shall remain in effect until February 28, 2022. The appointment of the OPTPE Editor will be a three (3) year term with one 3-year extension, if approved by the Board of Directors. A national call for the position will occur during the second term. The sitting editor may re-apply as part of the national search for one additional 3-year term.
4. Termination. The initial term of this agreement shall be for 3 years beginning March 1, 2019. Either party may terminate this agreement at any time without cause by giving written notice of election to terminate to the other party at least one hundred twenty (120) days prior to such termination. In addition, the Section may terminate this Agreement immediately if OPTPE materially breaches this Agreement or if the Section, in its sole discretion, believes the continued performance of editorial services by OPTPE under this Agreement would have a substantial adverse effect upon the reputation of the *Orthopaedic Physical Therapy Practice*. If the termination occurs before the end of the contract, the honorarium will be prorated on a monthly basis in accordance with the termination date.
5. Assignment. No assignment of this agreement by OPTPE without the Section's prior written consent shall be valid.
6. Limitation of Liability. The Section and OPTPE agree and acknowledge that OPTPE is an independent contractor and shall be responsible for any withholding or other requirements of state and federal governments. The Section does not provide liability insurance or errors and omissions insurance to cover negligent acts committed by the OPTPE.
7. Amendment. No amendment of the terms of this agreement is binding unless in writing and signed by the Section and OPTPE.

Dated this 31st day of March, 2019.

Orthopaedic Physical Therapy
Practice Editor

Orthopaedic Section of the
American Physical Therapy
Association, Inc.

BY: _____

BY: _____