



PHYSICAL AND SPORTS MEDICINE

SPORTS MEDICINE AGREEMENT

THIS AGREEMENT is entered into as of August 1, 2008 by and between **The Hospital Committee For The Livermore-Pleasanton Areas**, a California nonprofit public benefit corporation doing business as **Valleycare Health System** (the “Hospital”), and **Las Positas College** (the “School”).

The Hospital is the owner and operator of a general acute care hospital known as ValleyCare Medical Center, located at 5555 W. Las Positas Boulevard, Pleasanton, California, which operates a sports medicine department. The School conducts an athletics program for its students (the “Program”). The School wishes to retain the Hospital to provide sports medicine services for the Program, and the Hospital wishes to provide sports medicine services for the Program, on the following terms:

1. **Term.** The term of this agreement will begin August 1, 2008, and end March 30, 2009.
2. **Sports Medicine Services.** During the term, the Hospital will provide the following services for the Program:

2.1 Certified Athletic Trainer. The Hospital will provide a dedicated Certified Athletic Trainer (ATC) for all major sports (practice and games), according to a schedule to be mutually agreed. As of the date of this contract, these sports consist of Cross Country; Men’s and Women’s Soccer; Men’s and Women’s Basketball. The Hospital reserves the right to renegotiate contract terms should the School add further sports subsequent to the implementation of this contract.

2.2 Training Room. The Hospital will assist the School in organizing and will make recommendations regarding equipping a training room in facilities to be provided by the School.

2.3 Taping and Modality Treatment. The Hospital will perform taping and modality treatment with equipment and supplies to be provided by School.

2.4 Injury Clinic. Participating school athletes will have access to the Hospital’s weekly Sports Injury clinic, which is staffed by physical therapists and ATCs.

2.5 Training. The Hospital will provide one Cardio-Pulmonary Resuscitation (CPR) and Automatic External Defibrillator (AED) training session per semester, or as otherwise agreed upon for the coaching staff.

2.6 Pre-Season Coaches’ Seminar and Clinic. The Hospital will provide pre-season seminars and clinics for the School’s athletic coaches, with schedule and offerings to be determined by Hospital.

- 2.7 Athlete Education.** The Hospital will provide seminars for the School's athletes on injury prevention, conditioning and nutrition, with schedule and offerings to be determined by Hospital.
- 2.8 Pre-Participation Physicals.** The Hospital will provide the School with two dates at the beginning of the school year for pre-participation health screenings prior to the athletes participation in sport.
- 2.9 Other Services.** The Hospital will make other services available to individual athletes, such as physical examinations and individual conditioning, outside the scope of this Agreement.
- 2.10 Proof of License.** Upon request, the Hospital will provide proof that its employees providing services under this agreement are appropriately licensed or certified.
- 3. Physician Availability.** The Hospital will arrange for the availability of a volunteer physician at predetermined home athletic events, to be scheduled by agreement between the parties and the volunteer. The role of the physician shall be limited to triaging injured athletes. The School acknowledges that the Hospital's sole responsibility is to arrange for the presence of the physician; that the physician is acting as an unpaid volunteer and an independent practitioner, and is not accountable to the Hospital for the provision of medical care; that any medical services or interventions performed by the physician are the sole responsibility of the physician, and not the Hospital; and that the Hospital will have no liability whatever for the acts or omissions of the physician.
- 4. Independent Contractors; Indemnification.** The parties to this agreement are independent contractors, and neither shall be liable for the acts or omissions of the other, or for the other's obligations to its students or employees. Subject to section 3, each party will indemnify the other and hold it harmless against any claim or liability resulting from the acts or omissions of the indemnifying party.
- 5. Insurance.** The Hospital will maintain a program of self-insurance insuring it and its employees against claims and liabilities arising out of the provision of services under this agreement, and will provide the School with information concerning the program upon request. Any physician providing coverage at games will have a policy of professional liability insurance insuring him- or herself against claims of professional negligence, with limits of not less than \$1 million per occurrence and \$3 million in the annual aggregate.
- 6. Compensation.** For the services to be provided under this agreement, the School will pay the Hospital the sum of \$20,000 upon execution of this agreement.
- 7. Entire Agreement; Amendment.** This agreement contains the parties' entire agreement, and supersedes any prior discussions or agreements. This agreement may be amended only in writing signed by the parties.

[SIGNATURE PAGE FOLLOWS]

Hospital:

VALLEYCARE HEALTH SYSTEM

By: _____

Name: _____

Title: _____

Date: _____

School

LAS POSITAS COLLEGE

By: Marge Maloney

Name: MARGE MALONEY

Title: Dean of Academic Services

Date: 5/28/08

School:

LAS POSITAS COLLEGE

By: DeRionne P. Pollard

Name: DeRionne P. Pollard

Title: President

Date: 5/5/08

School: Chabot 5/30/08

LAS POSITAS COLLEGE

By: _____

Name: _____

Title: Chabot/Las Positas Community College District

Date: _____

School:

LAS POSITAS COLLEGE

By: Steven J. Navarro

Name: Steven Navarro A.D.

Title: Athletic Director

Date: 4-28-08