



A not-for-profit health system

PHYSICAL AND SPORTS MEDICINE

SPORTS MEDICINE AGREEMENT

THIS AGREEMENT is entered into as of August 1, 2011 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, 2011, and end April 25, 2012.

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 (practices, home games, home tournaments and home meets), 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, Men's and Women's Swimming and Diving. 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 Adult Cardio-Pulmonary Resuscitation (CPR) and Automatic External Defibrillator (AED) training session, date to be mutually agreed upon, for the Physical Education Coach/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 one date at the beginning of the school year for pre-participation health screenings prior to the athletes participation in fall sports and one additional before the winter and the spring seasons (3 dates total).

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. **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.
4. **Compensation.** For the services to be provided under this agreement, the School will pay the Hospital the sum of \$24,300 upon execution of this agreement.
5. **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]

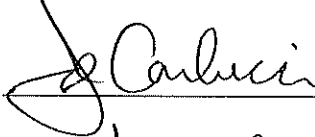
Hospital:

VALLEYCARE HEALTH SYSTEM

School

CHABOT/LAS POSITAS COLLEGE
COMMUNITY COLLEGE DISTRICT

By:

 _____

Name:

JOE CARLUCCI

By: _____

Name: _____

Title:

Director, PSM

Title: _____

Date:

5-3-11

Date: _____