



## Tri- Valley Orthopedic Specialists, Inc.

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### SPORTS MEDICINE AGREEMENT

THIS AGREEMENT is entered into as of the academic year beginning in August 2012 by and between Tri Valley Orthopedic Specialist 4626 Willow Road Pleasanton, Ca 94588 and **Las Positas College** (the “**School**”). Tri Valley Orthopedic is the owner and operator of a medical practice which operates a sports medicine department. The School conducts an athletics program for its students (the “**Program**”). The School wishes to retain Tri Valley Orthopedic to provide sports medicine services for the Program, and the Tri Valley Orthopedic wishes to provide sports medicine services for the Program, on the following terms:

1. **Term.** The term of this Agreement will be the academic year of 2012 and end April 30, 2013.
2. **Sports Medicine Services.** During the term, the Tri Valley Orthopedic will provide the following services for the Program:
  - 2.1 **Certified Athletic Trainer.** The Tri Valley Orthopedic 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 Tri Valley Orthopedic reserves the right to renegotiate contract terms should the School add further sports subsequent to the implementation of this contract.
  - 2.2 **Training Room.** Tri Valley Orthopedic will assist the School in organizing and will make recommendations regarding equipping training room in facilities to be provided by the School.
  - 2.3 **Taping and Modality Treatment.** Tri Valley Orthopedic 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 Tri Valley Orthopedic Sports Injury clinic, which is staffed by physical therapists, orthopedics and ATCs.
  - 2.5 **Training.** Tri Valley Orthopedic 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 Faculty, Coaches and Staff.

- 2.6 **Athletic Education.** Tri Valley Orthopedic will provide seminars for the School's athletes on injury prevention, conditioning and nutrition, with schedule and offerings to be determined by Tri Valley Orthopedic (if applicable).
  - 2.7 **Pre-Participation Physicals.** The Tri Valley Orthopedic will provide the Program with two staggered dates at the beginning of the school year for pre-participation health screenings prior to the athlete's participation in fall sports and two additional before the winter and the spring seasons (4 dates total).
  - 2.8 **Other Services.** The Tri Valley Orthopedics will make other services available to individual athletes, such as physical examinations and individual conditioning, outside the scope of this Agreement.
  - 2.9 **Proof of License.** Upon request, the Tri Valley Orthopedic will provide proof that its employees providing services under this Agreement were appropriately licensed or certified.
3. **Insurance.** The Tri Valley Orthopedic 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 Tri Valley Orthopedic the sum of \$36,000 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.

Tri-Valley Orthopedic Specialists, Inc.  
 4626 Willow Road  
 Pleasanton, CA 94588

Tri Valley Orthopedic Specialist

Chabot/Las Positas College  
 Community College District

By: Patrick F. Hare

By: \_\_\_\_\_

Name: Patrick F. Hare

Name: \_\_\_\_\_

Title: Executive Administrator

Title: \_\_\_\_\_

Date: 7/26/12

Date: \_\_\_\_\_