



THIS AGREEMENT is entered into as of the academic year beginning in August 2014 by and between SportsPlus Bay Area at 7051 Commerce Circle Suite B, Pleasanton, CA 94588 and Las Positas College. SportsPlus Bay Area is the owner and operator of a medical practice which operates a sports medicine department. Las Positas College conducts an athletic program for its students (the "Program"). The Program wishes to retain SportsPlus Bay Area to provide sports medicine services for the Program, and SportsPlus Bay Area 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 August 1, 2014 and end April 30, 2015.
2. Sports Medicine Services. During the term, SportsPlus Bay Area will provide the following services for the Program:
  - 2.1 Certified Athletic Trainer. SportsPlus Bay Area 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 Men's and Women's Cross Country; Men's and Women's Soccer; Men's and Women's Basketball; Men's and Women's Swimming and Diving.
  - 2.2 Taping and Modality Treatment. The ATC will perform taping and modality treatment with equipment and supplies to be provided by Las Positas College.
  - 2.3 Injury Clinic. Participating school athletes will have access to the SportsPlus Injury clinic, which is staffed by chiropractors and ATC's.
  - 2.4 Athletic Education. SportsPlus in coordination with the ATC will provide seminars for the School's athletes on injury prevention,

conditioning and nutrition, with schedule and offerings to be determined by SportsPlus, two per academic year (if applicable).

2.5 Pre-participation Physicals. SportsPlus will provide the Program with two staggered dates at the beginning of the school year for pre-participation health screenings to the athlete's participation in fall sports and one additional before the winter and the spring seasons (3 total). Health screenings will be held at Las Positas College. SportsPlus Bay Area will provide a physician (MD or DO) and one support staff at the time of physicals. Additional staffing will include the ATC and the college administration for check-in process and recording the athletes' height, weight, HR, BP and vision acuity.

2.6 Proof of License. SportsPlus Bay Area will provide proof that its employees providing services under this Agreement were appropriately licensed or certified and insured.

3. Insurance. SportsPlus Bay Area will maintain a program of self-insuring it and its employees against claims and liabilities arising out of the provision of services under the Agreement, and will provide Las Positas College 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.

3.1 SCHOOL agrees to indemnify, defend and hold harmless, SportsPlus Bay Area, and its affiliates, its directors, trustees, officers, agents, and employees against all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees, by whomever asserted, to the extent it or they arise out of acts or omissions on the part of SCHOOL or its directors, officers, employees, faculty or students in conducting the Program at SCHOOL as authorized by this Agreement.

4. Signage. Las Positas College agrees to display signage highlighting the partnership between SportsPlus Bay Area and the School. The signage will be located in the areas of sporting events including the soccer field, gymnasium and aquatic complex. The banners will be provided by SportsPlus

Bay Area at their expense. The size and wording of the signage will be agreed upon by both parties.

5. ImPACT neurocognitive concussion baseline testing and post concussive testing will be provided (up to 120 baseline tests per year and 20 post-concussive tests).
6. Compensation. For the services to be provided under this Agreement, Las Positas College will pay SportsPlus Bay Area the sum of \$47,150. Payment schedule will be as follows;

Invoice 1: in the sum of \$6,250 payable to SportsPlus Bay Area due on August 15, 2014. This amount reflects pre-participation physicals and baseline ImPACT exams for the athletes receiving physicals at this time.

Invoice 2: in the sum of \$6,250 payable to SportsPlus Bay Area due on September 15, 2014. This amount reflects pre-participation physicals and baseline ImPACT exams for the athletes receiving physicals at this time.

Invoice 3: in the sum of \$7,000 payable to SportsPlus Bay Area due on October 15, 2014.

Invoice 4: in the sum of \$7,000 payable to SportsPlus Bay Area due on November 15, 2014.

Invoice 5: in the sum of \$4,500 payable to SportsPlus Bay Area due on December 15, 2014.

Invoice 6: in the sum of \$6,250 payable to SportsPlus Bay Area due on January 15, 2015. This amount reflects pre-participation physicals and baseline ImPACT exams for the athletes receiving physicals at this time.

Invoice 7: in the sum of \$5,250 payable to SportsPlus Bay Area due on February 15, 2015.

Invoice 8: in the sum of \$2,325 payable to SportsPlus Bay Area due on March 15, 2015.

Invoice 9: in the sum of \$2,325 payable to SportsPlus Bay Area due on April 15, 2014.

7. Termination. This Agreement may be terminated, without cause by either party, upon thirty (30) days prior written notice specifying the date upon which such termination will become effective.
  
8. 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.

SportsPlus Bay Area

Signed: \_\_\_\_\_

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

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

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

Chabot/Las Positas College

Signed: \_\_\_\_\_

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

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

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