



THIS AGREEMENT is entered into as of the academic year beginning in August 2016 by and between SportsPlus Athletic Training at 7051 Commerce Circle Suite B, Pleasanton, CA 94588 and Las Positas College. SportsPlus Athletic Training is the owner and operator of an athletic training business which operates a sports medicine department. Las Positas College conducts an athletic program for its students (the "Program"). The Program wishes to retain SportsPlus Athletic Training to provide sports medicine services for the Program, and SportsPlus Athletic Training 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, 2016 and end April 30, 2017.

2. Sports Medicine Services. During the term, SportsPlus Athletic Training will provide the following services for the Program:

2.1 Certified Athletic Trainer. SportsPlus Athletic Training 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; Men's and Women's Water Polo.

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, ATC's and massage therapists.

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 Athletic Training 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 Athletic Training will provide a physician (MD or DO) 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 Athletic Training will provide proof that its employees providing services under this Agreement were appropriately licensed or certified and insured.

3. Insurance. SportsPlus Athletic Training 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 Las Positas College agrees to indemnify, defend and hold harmless, SportsPlus Athletic Training, 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.

3.2 SportsPlus Athletic Training agrees to indemnify, defend and hold harmless, Las Positas College, 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 SportsPlus Athletic Training or its directors, officers, employees, faculty or students in conducting the Program at SportsPlus Athletic Training as authorized by this Agreement.

4. Signage. Las Positas College agrees to display signage highlighting the partnership between SportsPlus Athletic Training 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 Athletic Training 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 administered by the Athletic Trainer.

6. Compensation. For the services to be provided under this Agreement, Las Positas College will pay SportsPlus Athletic Training the sum of \$64,000. Payment schedule will be as follows;

Invoice 1: in the sum of \$7,000 payable to SportsPlus Athletic Training due on August 15, 2016. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during August and also considering an increase in hourly demand and workload with the addition of 2 sports (Men's and Women's Water Polo). This amount also reflects pre-participation physicals and the administration of baseline ImPACT exams for the athletes receiving physicals at this time.

Invoice 2: in the sum of \$7,000 payable to SportsPlus Athletic Training due on September 15, 2016. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during September and also considering an increase in hourly demand and workload with the addition of 2 sports (Men's and Women's Water Polo). This amount also reflects pre-participation physicals and the administration of baseline ImPACT exams for the athletes receiving physicals at this time.

Invoice 3: in the sum of \$8,000 payable to SportsPlus Athletic Training due on October 15, 2016. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during October and also considering an increase in hourly demand and workload with the addition of 2 sports (Men's and Women's Water Polo). The Water Polo team will also be hosting a tournament and this amount reflects the additional hours required to support this tournament.

Invoice 4: in the sum of \$10,000 payable to SportsPlus Athletic Training due on November 15, 2016. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during November and also considering an increase in hourly demand and workload with the addition of 2 sports (Men's and Women's Water Polo). The Men's and Women's Basketball teams will also be hosting tournaments and this amount reflects the additional hours required to support these tournaments. In addition, the Men's and Women's Water Polo team will be hosting their CCCAA State Championship and this amount reflects the additional hours required to support this event.

Invoice 5: in the sum of \$6,000 payable to SportsPlus Athletic Training due on December 15, 2016. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during December.

Invoice 6: in the sum of \$7,000 payable to SportsPlus Athletic Training due on January 15, 2017. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during January. This amount also reflects pre-participation physicals and the administration of baseline ImPACT exams for the athletes receiving physicals at this time.

Invoice 7: in the sum of \$7,000 payable to SportsPlus Athletic Training due on February 15, 2017. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during February and the Gatorade order that Las Positas requires annually.

Invoice 8: in the sum of \$7,000 payable to SportsPlus Athletic Training due on March 15, 2017. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during March and considering Las Positas hosting the Basketball State Championship Tournament.

Invoice 9: in the sum of \$5,000 payable to SportsPlus Athletic Training due on April 15, 2017. This amount was determined based on the actual hours the athletic trainer performed in the previous two years during April and considering Las Positas hosting the Swimming and Diving State Championship Tournament. This amount also includes the annual membership fee for SportWare, the electronic record keeping software used for athlete records.

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 Athletic Training

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

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

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

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

Chabot/Las Positas College

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

Name: Lorenzo Legaspi

Title: Vice Chancellor, Business Services

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