

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE
AZUSA UNIFIED SCHOOL DISTRICT
AND
VITAL HEALTHCARE, INC.

THIS AGREEMENT ("Agreement"), effective May 1, 2023 ("Effective Date"), is between the AZUSA UNIFIED SCHOOL DISTRICT ("DISTRICT"), and VITAL HEALTHCARE, INC. ("CONSULTANT"), a California corporation (collectively, "PARTIES" or individually, "PARTY").

RECITALS

A. CONSULTANT represents that it is, and will continue to be for this Agreement's duration, a California corporation which employs or otherwise engages physicians, physician assistants, nurse practitioners, nurses, paramedics, phlebotomists, and other medical personnel (collectively, "Staff") who are duly registered or licensed to practice their respective professions in the State of California.

B. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, Staff, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner.

C. CONSULTANT desires to furnish and perform, and/or cause to be furnished and performed, professional services for DISTRICT, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out, and/or cause to be provided, engaged in or carried out, the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, DISTRICT engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which DISTRICT and CONSULTANT have entered into this Agreement. DISTRICT and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement shall commence on May 1, 2023 and end on June 30, 2023 ("Term").

3.0 SERVICES

3.1. Scope of Work.

(A) CONSULTANT shall provide the following services upon DISTRICT's request ("Scope of Work"): Nasal Naloxone (Narcan) program oversight, including initial training of DISTRICT staff and continued medical director oversight; School medical services, including hearing, vision and other health screenings, and COVID-19 testing for students, employees, officials, representatives, volunteers, and other persons as directed by the DISTRICT. All medical services including but not limited to COVID-19 testing, shall be provided by CONSULTANT's Staff.

- (1) Under the direction and guidance of DISTRICT, provide licensed nursing and medical staff services that may be required by DISTRICT to perform medical services for students, employees, agents, volunteers, and other personnel directly or indirectly affiliated with DISTRICT.
- (2) On an "as needed" basis, and upon advance notice from the authorized representative of DISTRICT, provide appropriately licensed and trained medical Staff at DISTRICT facilities or other locations as directed by DISTRICT.

(B) DISTRICT shall provide CONSULTANT Staff with an adequate location and/or facilities, as well as incidental items such as tables and chairs, necessary for the administration of services set forth in subsection (A). DISTRICT will provide CONSULTANT with laptop(s) and internet connection for use by CONSULTANT Staff to register, log, and organize confidential data for services. CONSULTANT shall return laptop(s) to DISTRICT each day.

(C) CONSULTANT shall provide Staff for onsite testing if testing services are requested by DISTRICT. CONSULTANT shall provide all necessary medical supplies to provide COVID-19 services, including test kits, and any incidental equipment and supplies as necessary.

(D) DISTRICT will use good faith efforts to provide CONSULTANT a request for service at least twenty-four (24) hours in advance of the desired commencement time to ensure appropriate Staff are assigned in a timely manner.

3.2. Written Authorization.

(A) CONSULTANT shall not make changes to the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from DISTRICT.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that DISTRICT provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by DISTRICT.

(D) When the Scope of Work requires or permits DISTRICT's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that DISTRICT's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by DISTRICT, of any responsibility—professional or otherwise— for the services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to DISTRICT, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1 **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a project manager. The project managers shall meet as needed to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. DISTRICT’s project manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Staff.** CONSULTANT shall maintain a current list with the names, titles, and qualifications of its Staff who provide services under this Agreement. At any time, upon DISTRICT’s request, CONSULTANT shall furnish that list to DISTRICT’s project manager or a designee.

5.3. **Use of Agents or Assistants.** CONSULTANT may subcontract with or otherwise engage third parties (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between DISTRICT and anyone other than CONSULTANT.

5.4. Independent Contractor.

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of DISTRICT. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers’ compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT’s employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the

employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the services under this Agreement. CONSULTANT shall provide the services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give DISTRICT the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

5.5. **Placement of Staff.** The PARTIES agree that the CONSULTANT is not an employment agency and this Agreement's intention is for temporary assignment of CONSULTANT Staff with DISTRICT, not permanent placement, nor employment of Staff with DISTRICT. CONSULTANT undergoes a rigorous human resources process to recruit and onboard highly qualified Staff to service various clients of CONSULTANT. In the event that DISTRICT procures the services of any Staff, Subconsultants or anyone employed directly or indirectly by CONSULTANT ("Hired Staff") outside the terms of this Agreement, beginning on the Effective Date until twelve (12) months after Hired Staff last provided services to DISTRICT, DISTRICT agrees to compensate CONSULTANT with a one-time placement payment ("Staff Placement Payment"). DISTRICT and CONSULTANT acknowledge that the Staff Placement Payment, as defined below, is fair compensation to CONSULTANT for the loss related to the financial and time investment associated with recruiting, training, and oversight of Hired Staff. Staff Placement Payment shall be calculated as eight (8) weeks of the prevailing hourly rate specified in Section 7.2 times forty (40) hours per week (8 x prevailing hourly rate x 40) of each Hired Staff.

5.6 **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.7. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.8 **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.9. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to DISTRICT under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of DISTRICT. In performing the services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. DISTRICT is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 **FACILITIES**

6.1. CONSULTANT shall travel to DISTRICT work locations to provide services pursuant to this Agreement.

7.0 **PAYMENT**

7.1. Payment for services to be rendered under this Agreement will be determined on a fee-for-service basis.

7.2. Charges are set forth below and shall be itemized separately on the invoices:

- (A) CONSULTANT will bill up to Ninety-Five and 00/100 Dollars (\$95.00) per Staff hour, or a fraction thereof, for services requested by an authorized representative of DISTRICT.
- (B) Additional hour(s) of service over the eight (8) hour workday or forty (40) hour workweek for each Staff will be billed at an overtime rate of one- and one-half times (1.5x) the prevailing hourly rate specified in Section 7.2(A) per Staff hour, or a fraction thereof, as requested by an authorized representative of DISTRICT.
- (C) In the event that DISTRICT requires the services of CONSULTANT on DISTRICT holidays, DISTRICT agrees to pay CONSULTANT a holiday rate of one- and one-half times (1.5x) the prevailing hourly rate per Staff specified in Section 7.2(A) per Staff hour, or a fraction thereof, for the first eight (8) hours of service. Any additional hour, or a fraction thereof, over the eight (8) hours will be billed at a holiday overtime rate of two- and one-quarter times (2.25x) the prevailing hourly rate specified in Section 7.2(A). DISTRICT holidays include but are not limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- (D) CONSULTANT will bill DISTRICT a minimum of eight (8) Staff hours for any request for service cancelled less than twenty-four (24) hours

prior to the specified start time agreed upon by both PARTIES in advance.

- (E) In the event DISTRICT makes a service request less than twenty-four (24) hours prior to its desired commencement time ("Short Notice Requests"), CONSULTANT will bill DISTRICT for a full eight (8) hour workday regardless of the actual length of the deployment, even if this service request is subsequently canceled by DISTRICT. Short Notice Requests incur an increase of twenty percent (20%) of fees listed in Section 7.2(A) through (F). In the event DISTRICT cancels a service request less than forty-eight (48) hours prior to its desired commencement time, CONSULTANT will bill DISTRICT for the full length of deployment originally scheduled.
- (F) Staff travel to DISTRICT designated location(s) will be reimbursed at the prevailing mileage rate based on the Internal Revenue Service Standard Mileage Rates.
- (G) Time spent by CONSULTANT Staff for orientation and training will be billed at the prevailing hourly rate specified in Section 7.2(A) through (F).
- (H) Provide audiometry and/or vision testing for students. CONSULTANT's rate for this service is comprised of the applicable Staff fees for the testing services, as defined in Section 7.2(A) through (F), plus Fifteen and 00/100 Dollars (\$15.00) per audiometry test and Fifteen and 00/100 Dollars (\$15.00) per vision test. For an additional fee, CONSULTANT will rent to DISTRICT required testing equipment for the audiometry and/or vision testing should the DISTRICT not have the required equipment available.
- (I) Provide testing services and counseling for occupational exposures to communicable diseases, including source testing, in conformity with DISTRICT's policies and applicable laws and regulations. CONSULTANT's rate for COVID-19 testing is comprised of the applicable Staff fees for the testing services, as defined in Section 7.2(A) through (F), plus the following: Eighty-Eight and 00/100 Dollars (\$88.00) EUA Rapid Antigen test and One Hundred Eighty-Eight and 00/100 Dollars (\$188.00) each PCR Test. Should testing be requested ad hoc (home, location with few tests done, etc.), in lieu of the Staff fees, there will be a charge of Three Hundred and 00/100 Dollars (\$300.00) per Staff per deployment, which constitutes a response to a testing location (e.g., a home, DISTRICT site, or other location).
- (J) Provide Nasal Naloxone (Narcan) Program Oversight and Pelican Narcan Case Kits in conformity with DISTRICT's policies and

applicable laws and regulations. The service includes initial training of DISTRICT staff and continued medical director oversight. All equipment and supplies needed to provide the Narcan kits will be supplied by CONSULTANT, except for the Nasal Naloxone medication, which will be provided to the DISTRICT directly by the manufacturer of its choice. CONSULTANT will bill Three Thousand Nine Hundred Ninety-Five Dollars and 00/100 (\$3,995.00) per academic year for the Nasal Naloxone (Narcan) program implementation and program oversight. CONSULTANT will also bill Two Hundred Seventy Dollars and 00/100 (\$270.00) per Pelican Narcan Case kit. Additional training beyond the initial training will be billed at the prevailing hourly rate specified in Section 7.2(A) through (F). DISTRICT will notify CONSULTANT for each deployment of Narcan, and in advance of expiring Narcan cartridges, and may request from the CONSULTANT initial or replenishment doses at Seventy-Five Dollars and 00/100 (\$75.00) each.

7.3. Except as set forth in Sections 7.1 and 7.2, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the services.

7.4. CONSULTANT may increase its rates at the beginning of each fiscal year by a percentage equal to the higher of 3% or the annual percentage change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim, CA area. If the annual percentage change in the CPI is 3% or less, the rates shall be increased by 3%.

7.5. If DISTRICT requires additional work not included in this Agreement, CONSULTANT and DISTRICT shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.6. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, city) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.7. **Invoices.** CONSULTANT shall submit invoices to DISTRICT for approval before receiving compensation. All invoices must include a summary of total costs.

8.0 AUDIT BY DISTRICT

8.1. During this Agreement's Term and for a period of twelve (12) months after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit DISTRICT or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide DISTRICT with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, DISTRICT.

9.2. **Ownership and Use.** CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. Intellectual Property.

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT's work product in performing the services under this Agreement, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

9.4. **Confidentiality.** Both PARTIES shall not use any information obtained from the services performed in this Agreement for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without mutual agreement between DISTRICT and CONSULTANT, either PARTY shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the services or the work that DISTRICT assigns to CONSULTANT or to which CONSULTANT has access. Notwithstanding the foregoing, CONSULTANT may disclose the existence of this Agreement, its contents, and aggregated statistics regarding the services provided or any other information that may be required by law. CONSULTANT and DISTRICT shall maintain confidentiality of any protected health information that they each obtain and which is protected by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), or under similar California law, Protected Health Information (PHI).

10.0 CONFLICT OF INTEREST

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's Staff are not currently officers, agents, employees, representatives, or elected officials of DISTRICT;

(B) CONSULTANT will not employ or hire a DISTRICT officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) DISTRICT officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform DISTRICT about any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to DISTRICT, and during this Agreement's Term, CONSULTANT shall furnish DISTRICT with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements."

CONSULTANT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONSULTANT's fulfillment of any of its obligations under this Agreement or either PARTY's use of the work of any component or part thereof:

(A) Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence

\$ 5,000 medical expenses

\$1,000,000 personal & advertising injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

(B) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONSULTANT's full liability under the California Workers'

Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.

Part A—Statutory Limits

Part B—\$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- (C) Errors & Omissions (Professional Liability) coverage with the following limits:

\$1,000,000 per occurrence/\$1,000,000 aggregate

- (D) CONSULTANT, upon execution of this Agreement and periodically thereafter upon request, shall furnish DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name DISTRICT as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONSULTANT and shall be deemed included in CONSULTANT's obligations under this Agreement at no additional charge.

- (E) Waiver of Subrogation. CONSULTANT hereby grants to DISTRICT entities, a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against DISTRICT, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. CONSULTANT shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

- (F) The DISTRICT shall provide CONSULTANT a copy of its certificate of insurance, naming CONSULTANT as additional insured.

12.0 INDEMNITY

12.1 Notwithstanding any language to the contrary in this Agreement or any exhibit(s) to this Agreement, CONSULTANT shall indemnify DISTRICT and DISTRICT shall indemnify CONSULTANT as follows:

12.2 General Indemnity

(A) To the fullest extent allowed by the law, CONSULTANT shall indemnify and hold harmless DISTRICT against all liability, loss, damage and expenses

(including reasonable attorney fees) that arises or may cause to arise by the gross negligence of CONSULTANT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it. To the fullest extent allowed by the law, DISTRICT shall indemnify and hold harmless CONSULTANT against all liability, loss, damage and expenses (including reasonable attorney fees) that arises or may cause to arise by the negligence of DISTRICT and its agents, employees, Subconsultants or anyone employed directly or indirectly by it.

(B) This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the indemnitee(s).

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events (each an “Event of Default”):

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained Staff, or licensed Staff, or both, to perform the services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires; or

(B) CONSULTANT, or its Staff, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order applicable to the performance of the services hereunder or otherwise in connection with this Agreement;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying DISTRICT, or without DISTRICT's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying DISTRICT, or without DISTRICT's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) DISTRICT, or its Staff, or both—whether partially, fully, temporarily, or otherwise refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement; or if DISTRICT institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency proceeding.

13.2. **Notice of Default.** If an Event of Default has occurred, the non-defaulting PARTY may give written notice to the other PARTY specifying the Event of Default and the defaulting PARTY shall have thirty (30) days to remedy the Event of Default after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** If, within thirty (30) days after receiving a Notice of Default, the defaulting PARTY has not remedied the Event of Default, or if the defaulting PARTY does not commence steps to remedy the Event of Default to the other PARTY's reasonable satisfaction, the non-defaulting PARTY may exercise any one or more of the following remedies:

(A) In whole or in part and for any length of time, immediately suspend this Agreement until such time as the defaulting PARTY has remedied the Event of Default;

(B) The non-defaulting PARTY may immediately terminate the Agreement upon written notice to the defaulting PARTY;

(C) The non-defaulting PARTY may exercise any other legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking specific performance by the defaulting PARTY of all or any part of this Agreement; or
- (2) Recovering damages resulting from the Event of Default; or

(D) The non-defaulting PARTY may pursue any other available lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, DISTRICT or CONSULTANT may terminate this Agreement at any time without cause and without liability upon sixty (60) days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. DISTRICT shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor DISTRICT has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with DISTRICT's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws,

ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If DISTRICT or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4).

14.7. **Further Assurances.** Upon DISTRICT's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to DISTRICT and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of DISTRICT and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without DISTRICT's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed—whether in whole, in part, temporarily, or otherwise—under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without DISTRICT's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If DISTRICT consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.** Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT to perform the services under this Agreement.

14.11. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, DISTRICT or CONSULTANT may change the place, or facsimile number, for giving notice.

DISTRICT: Azusa Unified School District
Attn: Norma Camacho
Assistant Superintendent of Educational Services
546 S. Citrus Ave.
Azusa, CA 91702
Tel. No. (626) 967-6211

CONSULTANT: Vital Healthcare, Inc.
Attn: Taguhi Sogomonyan
President
701 North Brand Boulevard, Suite 850
Glendale, CA 91203
Tel. No. (818) 963-5648
Fax. No. (818) 582-8207

14.12. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.5, 5.6, 5.7, 5.8, 5.9, 7.1, 7.6, 8.1, 9.1, 9.2, 9.3, 9.4, 11.1, 12.1, 12.2, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.11 survive this Agreement's expiration, cancellation, or termination.

14.13. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.14. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document.

14.15. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;


(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and

Signature Page Follows

DISTRICT:

By: _____
Norma Camacho
Assistant Superintendent of Educational Services

CONSULTANT:

By:  _____
Taguhi Sogomonyan
President