BASSETT UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is a valid or an enforceable obligation against the District upon approval or ratification by motion of the Governing Board duly passed and adopted.

This AGREEMENT is hereby entered into between the BASSETT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and

Armen Nercessian, D.O.Inc.

CONTRACTOR

2425 S. Azusa Ave.	West Covina	CA	91792-+1536
MAILING ADDRESS	CITY	STATE	ZIP CODE

hereinafter referred to as "CONTRACTOR."

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the DISTRICT is in need of such special services and advice; and

WHEREAS, the CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services** to be provided by CONTRACTOR:

Medical Consultation Services: Subject to the terms and conditions of this Agreement, DOCTOR will review and evaluate District's program to obtain a supply of epinephrine in the form of "epi-pens" in compliance with SB 1266. Services will include consultation of the emergency epi-pen protocols set forth by the Bassett Unified School District, issuing a prescription to the DISTRICT sufficient for the DISTRICT to obtain epinephrine for use in compliance with SB 1266.

2. **Term** CONTRACTOR shall commence providing services under this AGREEMENT on and will diligently perform as required and complete performance by

08/01/2019 and end 07/31/21

3. **Compensation** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed

$ 3500,00 per annum

4. **Indemnification** CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, its Board, officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONTRACTOR shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONTRACTOR further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

5. **Insurance** CONTRACTOR shall purchase and maintain the following policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1) General Liability for $1,000,000 per occurrence.
2) Automobile for $1,000,000 per occurrence.
3) Workers' Compensation Coverage for $1,000,000 per occurrence.
4) Professional Liability.
5) Sexual Molestation/Abuse for $1,000,000 per occurrence.

CONTRACTOR shall name Bassett Unified School District, its board, officers, agents, employees and volunteers as additional insured. DISTRICT shall be notified 30 days in advance in writing of any revisions and/or cancellations related to the submitted insurance documentation by the CONTRACTOR or their insurance representative.

6. **Expenses** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows:

7. **Independent Contractor** CONTRACTOR, in performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR shall assign only competent personnel to perform services in connection with this AGREEMENT. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT and /or to which DISTRICT's employees are normally entitled, including, but not limited to State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. No assignment of duties or benefits under this AGREEMENT shall be made without written consent of CONTRACTOR and the DISTRICT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. **Materials** CONTRACTOR shall furnish at his/her own expense, all labor materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows:

9. **Termination** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance by CONTRACTOR. Notice shall be deemed given when mailed and received by the CONTRACTOR to the address specified in this agreement or no later than three days after the day of mailing, whichever is sooner.

10. **Entire Agreement/Amendment** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by written amendment executed by both parties to the AGREEMENT. SEE ADDENDUM, PG. 3

THIS AGREEMENT IS ENTERED INTO THIS DAY OF APRIL 10, 2019

BASSETT UNIFIED SCHOOL DISTRICT

_____
Linda Bermudez,
Executive Director, Business Services

DATE BOARD APPROVED: _____

PO/CONTRACT NO._____

CONTRACTOR NAME

Armen Nercessian
Signature

Armen Y. Nercessian, D.O.
Typed Name

Physican & Owner
Title

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9. Termination Addendum

Contractor may, at any time, with or without reason, terminate this AGREEMENT and be compensated only for services satisfactorily rendered to the date of termination. Written notice by the CONTRACTOR shall be sufficient to stop further performance by the CONTRACTOR. Notice shall be deemed given when mailed and received by the DITRICT to the address specified in this agreement or no later than three days after the day of mailing, whichever is sooner.