

GENERAL CONTRACT FOR SERVICES

This Contract ("Contract") by and between Albert J. Melaragno, M.D., of 9245 White Oak Ave, Northridge, California 91325, and Santa Barbara Unified School District, 720 Santa Barbara Street, Santa Barbara, California 93101 is hereby entered into, made and effective as of July 1, 2021 ("Effective Date").

1. DESCRIPTION OF SERVICES. Beginning on July 1, 2021, Albert J. Melaragno, M.D. will provide to Santa Barbara Unified School District the following services (collectively, the "Services"):

Providing approval for provision of Speech and Language Services, Occupational Therapy Services, and Physical Therapy Services by the Santa Barbara Unified School District.

2. PAYMENT. Payment shall be made to provider for the services provided by this Contract at the current rate of \$175.00 per hour, not to exceed ten (10) hours or \$1,750.00. Provider shall submit an invoice for services rendered to Santa Barbara Unified School District, Special Education Department at 720 Santa Barbara Street, Santa Barbara, CA 93101. Upon receipt and processing of invoice, a check will be mailed to Albert J. Melaragno at 9245 White Oak Ave, Northridge, CA 91325.

In addition to any other right or remedy provided by law, if Santa Barbara Unified School District fails to pay for the Services when due, Albert J. Melaragno, M.D. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. WARRANTIES. Albert J. Melaragno, M.D. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Albert J. Melaragno, M.D.'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Albert J. Melaragno, M.D. on similar projects.

4. TERM. This Contract will terminate automatically on June 30, 2022.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

12. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. APPLICABLE LAW. This Contract shall be governed by the laws of the State of California.

15. SIGNATORIES. This Agreement shall be signed on behalf of Santa Barbara Unified School District by Meg Jetté and on behalf of Albert J. Melaragno, M.D. by Albert J. Melaragno, M.D. and effective as of the date first written above.

Service Recipient:
Santa Barbara Unified School District

By: _____

Kim Hernandez, Assistant Superintendent, Business Services

Date: _____

Service Provider:
Albert J. Melaragno, M.D.

Albert J. Melaragno, M.D.
CA License: G35394

By:  _____
Albert J. Melaragno, M.D.

Date:  _____