

SERVICES AGREEMENT

by and between

GO KIDS, INC. (“GO KIDS”)

and

NATIVIDAD MEDICAL CENTER (“NMC”)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is entered into as of August 1, 2017, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**NMC**”), and Go Kids, Inc., a California nonprofit corporation (“**Go Kids**”). County, NMC, and Go Kids are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties**.”

RECITALS

A. Go Kids is a nonprofit organization providing early screening, assessment and intervention services for special needs children, and early childhood professional development support and educational services to families with young children in Monterey County.

B. NMC employs Mary Coleman, M.D., MPH (“**Physician**”), who is a physician duly licensed and qualified to practice medicine in the State of California (“**State**”), board certified for the practice of medicine in the specialty of developmental-behavioral pediatrics (the “**Specialty**”).

C. Go Kids and NMC desire that NMC, through the services of Physician, provide professional and consultative services for an Integrated Service Collaborative operated by Go Kids on behalf of First 5 Monterey County (the “**Collaborative**”) on the terms and conditions described herein.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. NMC’S OBLIGATIONS

1.1 Services. NMC shall ensure that Physician provide the services described in **Exhibit 1.1** (the “**Services**”), to children participating in the Collaborative, upon the terms and subject to the conditions set forth in this Agreement.

1.2 Availability. On or before the first (1st) day of each month, NMC shall inform Go Kids of Physician’s schedule of availability to perform the Services during the following month. Physician shall use her best efforts to adjust such schedule of availability if reasonably requested by Go Kids in order to meet Go Kids’ needs for the Services.

1.3 Records Available to NMC. Subject to a patient's request to transfer medical records, medical records for all patients seen by Physician during the term of this Agreement shall remain with Go Kids. Both during and after the term of this Agreement, Go Kids shall permit NMC and NMC's agents on behalf of Physician for purpose of patient care to inspect and/or duplicate, at NMC's sole cost and expense, any medical chart and record to the extent necessary to meet NMC's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient protected health information confidentiality. NMC shall be solely responsible for maintaining patient confidentiality with respect to any information which NMC obtains pursuant to this Section.

1.4 Physicians. NMC may from time to time engage one (1) or more additional physicians (including locum tenens physicians) to provide the Services under this Agreement, subject to Go Kids' prior written approval. Only those physicians approved by the Go Kids shall provide Services to Go Kids under this Agreement.

1.5 Use of Space. Go Kids shall provide Physician with suitable space to perform the Services. Go Kids shall remain responsible for the overall operation of the Services and shall maintain such space and facilities in good and sanitary order, condition, and repair.

1.6 Equipment. Go Kids shall furnish such equipment and supplies necessary for Physician to perform the Services. Go Kids will be responsible for ensuring that the equipment so used by Physician pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

1.7 Services and Supplies. Go Kids shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records supplies and software, administrative and engineering services, and expendable supplies as Go Kids and NMC agree is necessary for the proper operation and conduct of the Services.

ARTICLE II. **COMPENSATION**

2.1 Compensation. Go Kids shall pay to NMC the amount determined in accordance with **Exhibit 2.1** (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Go Kids to NMC under this Agreement shall not exceed the sum of Sixty-Two Thousand Forty Dollars (\$62,040).

2.2 Billing and Collection. NMC shall have the sole and exclusive right to bill and collect for any and all Services rendered to Collaborative patients by NMC or Physician under this Agreement. NMC shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such Services.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 Insurance Coverage Requirements. NMC shall maintain in effect throughout the term of this Agreement, at NMC's sole cost and expense, a policy or policies of insurance, covering NMC and Physician.

3.2 Indemnification.

(a) **Indemnification by Go Kids.** Go Kids shall indemnify, defend, and hold harmless County, NMC, its officers, agents, employees and Physician, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Go Kids' performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of NMC. "Go Kids' performance" includes Go Kids' acts or omissions and the acts or omissions of Go Kids' officers, employees, agents and subcontractors.

(b) **Indemnification by NMC.** NMC agrees to defend, indemnify, and hold harmless Go Kids, to the extent permitted by applicable law, from and against any and all claims liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with NMC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of Go Kids. "NMC's performance" includes NMC's acts or omissions and the acts or omissions of NMC's officers, employees, agents and subcontractors, including Physician.

3.3 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor. NMC and Physician is and shall at all times be an independent contractor with respect to Go Kids in the performance of NMC's and Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Go Kids and NMC or Go Kids and Physician.

4.2 Limitation on Control. Go Kids shall neither have nor exercise any control or direction over Physician's professional medical judgment or the methods by which Physician performs professional medical services.

4.3 Practice of Medicine. NMC and Go Kids acknowledge that Go Kids is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Go Kids in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Go Kids shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 Referrals. NMC and Physician shall be entitled to refer patients to any hospital or other health care facility or provider deemed by NMC or Physician best qualified to deliver medical services to any particular patient. Nothing in this Agreement or in any other written or oral agreement between Go Kids and NMC or Physician, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Go Kids or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. NMC's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Go Kids or any Affiliate by NMC, Physician or any person employed or retained by NMC.

4.5 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

4.6 No Joint Employment of Physicians. Nothing contained in this Agreement shall be construed as agreement the Parties are or consent treatment as joint employers. NMC is solely responsible for the employment with Physician provided hereunder and NMC agrees to defend, hold harmless and indemnify Go Kids pursuant to the indemnify obligations set forth in Section 3.2(b) for all claims for compensation, claims for workers' compensation, wage and hour, meal or rest breaks, payment of overtime or other employment claims asserted by Physician related to the services provided herein. Further, NMC agrees to provide sufficient Workers Compensation and Employment Practices Liability coverage for such claims, as applicable for services by Physician hereunder.

ARTICLE V. TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on August 1, 2017 (the "**Effective Date**"), and shall continue until June 30, 2021 (the "**Expiration Date**"), subject to the termination provisions of this Agreement.

5.2 Termination for Cause. Either Party shall have the right to terminate this Agreement upon breach of this Agreement by the other Party where the breach is not cured within thirty (30) calendar days after one Party gives written notice of the breach to the other Party.

5.3 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action..

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notifies the other of such fact.

(c) For the purposes of this Section, "**Government Action**" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Go Kids, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if NMC or Physician referred patients to Go Kids or any Affiliate;
- (ii) prohibit Go Kids or any Affiliate from billing for services provided to patients referred to by NMC or any Physician; or

(iii) subject Go Kids or NMC, Physician, or any Affiliate, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.

(d) For the purposes of this Agreement, “**Affiliate**” shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Go Kids.

5.4 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.5 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement. This Section 5.5 shall survive the expiration or termination for any reason of this Agreement.

5.6 Return of Property. Upon any termination or expiration of this Agreement, NMC shall immediately return to Go Kids all of Go Kids’ property, including Go Kids’ equipment, supplies, furniture, furnishings and patient records, which is in NMC’s or Physician’s possession or under NMC’s or Physician’s control.

5.7 Request for Disclosure. If either Party receives a request or demand to disclose books, documents or records relevant to the Services provided pursuant to this Agreement for the purpose of a government audit or investigation, the noticed Party shall immediately and no later than two (2) business days after receipt of such request or demand, notify the other Party in writing of the nature and scope of such request or demand. Each Party shall make available to the other Party, upon written request, all such books, documents and records.

5.8 Verification of Costs. If and to the extent required by United States Code Title 42 Section 1395(x)(v)(1), until the expiration of four (4) years after the termination of this Agreement, the Parties shall make available upon written request to the Secretary of the United States Department of Health and Human Services, or upon the request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by NMC to Go Kids.

If either Party carries out its duties under this Agreement through a subcontractor, with a value or cost of Ten Thousand (\$10,000) or more over a twelve (12)-month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

ARTICLE VI. **GENERAL PROVISIONS**

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Go Kids in reliance on the professional and administrative skills of NMC. NMC shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. NMC and Physician shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d *et seq.*), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA,**" the obligations collectively referred to herein as "**HIPAA Obligations**"). The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.5 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Go Kids is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Go Kids is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.5(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Compliance with HIPAA of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Go Kids is located for purposes of enforcing this Section and sections governing Compliance with HIPAA of this Agreement. NMC hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.6 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.7 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.8 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.9 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.10 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.11 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.12 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.13 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Go Kids, addressed to:

885 Mono Drive
Gilroy, CA 95020
Attention: Patricia DelBene

If to NMC, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Deputy Purchasing Agent

6.14 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.15 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.16 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.17 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[signature page follows]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

GO KIDS, INC.

By: Patricia Del Bene
Its _____

Date: 7-11, 2017

NMC

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: _____, 20__

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: _____, 20__

Exhibit 1.1

SERVICES

NMC, through the services of Physician, shall:

1. provide medical expertise and consultative services in the Specialty to patients participating in the Collaborative;
2. participate in Multi-disciplinary Review Team meetings approximately 3 hours, 2 times per month (72 hours per year);
3. provide weekly triage meetings with screeners for approximately 3 hours per week (144 hours per year);
4. provide developmental assessments, as needed; and
5. participate in three (3) two (2)-hour Collaborative Core Partner reflection meetings during the course of Year 1 (6 times per year).

Exhibit 2.1

COMPENSATION

1. **Services.** Go Kids shall pay to NMC the amount of One Hundred Ten Dollars (\$110) per hour for Services provided under this Agreement. No other direct costs will be reimbursed by Go Kids except as provided for specifically in the budget and documented by dated receipts. NMC shall obtain prior written authorization (email) prior to incurring any additional expenses necessary to provide the Services. Any such approved expenses shall be invoiced at cost, and require dated receipts for reimbursement. Upon approval by Go Kids, NMC may re-budget hours between activity, phase, and budget line as needed, however the total fees for services rendered will not exceed the total contract term set forth in Section 5.1.

2. **Timing.** Go Kids shall pay the compensation due for Services performed by NMC after NMC's submission of the monthly invoice including the following information:

- Contractor/Organization name
- Remittance address
- Invoice date
- Dates of Service Invoice Covers
- Itemized hours by budget activity line, including dates, times, and budgeted hourly rate, with a brief description of activity and summary of work specifically tied to activity mentioned in the Scope of Work
- Cumulative invoiced to date amount
- If applicable, receipts and backup for any reimbursable expenses

Approved invoices will be paid within thirty (30) days.