

## **AGREEMENT GOVERNING EVERY CHILD PEDIATRICS' PROVISION OF HEALTH SERVICES TO POUDRE SCHOOL DISTRICT STUDENTS**

This Agreement is entered into as of the \_\_\_\_ day of May, 2020, by and between Poudre School District R-1 (the "District") and Rocky Mountain Youth Medical & Nursing Consultants, Inc., a Colorado nonprofit corporation doing business as Every Child Pediatrics (the "Provider"). The District and Provider are collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to specify the parties' obligations with respect to the provision of medical and mental health services at a school-based health center at Centennial High School, 330 East Laurel Street, Fort Collins, Colorado ("Centennial"), and the provision of medical, telehealth medical, mental health and telehealth mental health services at a clinic at Lincoln Middle School, 1600 West Lancer Drive, Fort Collins, Colorado ("Lincoln"), to District students who enroll with Provider for the provision of medical, telehealth medical, mental health and/or telehealth mental health services.

### **2. Term and Termination of Agreement.**

2.1 **Term.** This Agreement shall take effect as of June 1, 2020 and shall expire at the end of the day on May 31, 2021, unless earlier terminated as provided herein.

2.2 **Termination For Cause.** Notwithstanding the provisions of section 2.1 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within ten (10) days after the breaching party's receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

2.3 **Termination Without Cause.** Notwithstanding the provisions of section 2.1 and section 2.2 above, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with sixty (60) days' advance written notice.

### **3. Obligations of Provider.**

3.1 **Services.** Provider shall provide medical, telehealth medical, mental health and telehealth mental health services (the "Health Services") to District students, and all administrative services required in connection with the Health Services (the "Administrative Services"), in accordance with the terms and conditions specified in this Agreement and in accordance with the Colorado Department of Public Health & Environment's July 2019 REVISED QUALITY STANDARDS FOR COLORADO SCHOOL-BASED HEALTH CENTERS, as may be amended from time to time. The Health Services and Administrative Services shall be collectively referenced herein as the "Services."

3.1.1 Medical and telehealth medical services shall include physical and wellness examinations; sports physicals; evaluation and administration of health needs risk assessments; testing for sexually transmitted diseases and pregnancy; contraception services; routine laboratory tests; health and wellness counseling; oral health services; acute and chronic care diagnosis, treatment and management; treatment of minor injury and illness; management of chronic illness; limited prescription services; administering of prescription and non-prescription medication; and the provision of information,

resources and referrals for specialty care. Oral health services shall include oral health screenings, fluoride treatments, teeth cleaning, x-rays, temporary fillings, minor restorative work and referrals to local providers for more extensive treatment and/or follow-up.

**3.1.2** Mental health and telehealth mental health services shall include diagnoses and assessments; wellness counseling; evaluation and administration of mental health needs risk assessments; counseling, treatment and intervention; and for more serious mental health issues, referrals to outside agencies and organizations.

**3.1.3** Administrative Services shall include scheduling appointments; processing medical and mental health intake; enrolling patients; obtaining informed consent for patient services; assisting students and their families with enrollment in Medicaid and Child Health Plan Plus (CHP+); entering data into Provider's web-based electronic medical record program; billing insurance providers and processing payments; collecting on past-due accounts; budgeting; scheduling and coordinating at least one dental screening clinic per school year with local providers; and participation on the Health Advisory Council.

### **3.2 Delivery of Health Services.**

**3.2.1** The school-based health center at Centennial and the clinic at Lincoln shall provide medical and mental health services for District students. Provider may require that appointments be scheduled in advance. Medical services other than oral health services shall be provided by a physician, physician assistant or nurse practitioner, and oral health services shall be provided by a dentist or dental hygienist working under the supervision of a dentist (hereinafter collectively "Primary Care Provider"). Mental health services shall be provided by a psychiatrist, psychiatric nurse practitioner, psychologist, clinical social worker or licensed professional counselor (hereinafter collectively "Mental Health Provider").

**3.2.2** The clinic at Lincoln shall also provide telehealth medical and telehealth mental health services for District students. Provider may require that appointments be scheduled in advance. Telehealth presenters at the Lincoln clinic shall assist Primary Care Providers at the Centennial school-based health center in providing telehealth medical services for District students at the Lincoln clinic and shall assist Mental Health Providers at the Centennial school-based health center in providing telehealth mental health services for District students at the Lincoln clinic.

**3.2.3** In providing the Services under this Agreement, Provider shall comply with all applicable federal, state and local laws; all applicable District policies and regulations (including but not limited to District Policies KFA and KHC); and the terms of all applicable grants. Without in any way limiting the foregoing, Provider's obligations shall include the requirement that each of its employees, agents and volunteers possess the proper education, training, experience and licensure for any Services they are involved in providing under this Agreement.

**3.2.4** Provider must obtain approval from the District's Director of Student Services prior to communicating with District schools regarding offering new services, or extending services and/or support for additional grant funding to offer services to any District schools not already included in this Agreement.

### **3.3 Facilities, Equipment and Materials.**

**3.3.1** Provider shall be responsible for the maintenance and repair of Provider's equipment and materials used to provide the Services at the school-based health center at Centennial and the clinic at Lincoln in accordance with the terms and conditions of this Agreement.

**3.3.2** Contingent upon the ongoing grant from Ronald McDonald House Global Charities to Every Child Pediatrics, Provider shall furnish a specially modified recreational vehicle, Vehicle Identification Number 1HTMKAAN5BH315685 (hereinafter referred to as the "Caremobile"), to be used as a clinic for the provision of medical, telehealth medical, mental health, telehealth mental health, and administrative services at Lincoln in accordance with the terms and conditions of this Agreement. If the Caremobile is not furnished by Provider, medical, telehealth medical, mental health, telehealth mental health, and administrative services will not be provided at Lincoln for the 2020-2021 school year.

**3.3.2.1** Provider shall be responsible for securing and leveling the Caremobile at the location where Provider is granted a license to park it on the grounds of Lincoln, as specified in section 4.1.2 below. Provider shall be responsible for the installation of skirting around the base of the Caremobile and for hook-up of the District's connections to furnish electricity, water, sewer and Internet service to the Caremobile.

**3.3.2.2** Provider shall be responsible for the maintenance and repair of the Caremobile, including the repair of any damage to the Caremobile from vandalism or otherwise, and shall be responsible for the maintenance and repair of Provider's equipment and materials used to provide medical, telehealth medical, mental health, telehealth mental health, and administrative services in the Caremobile.

#### **3.4 Days and Times Health Services may be Provided.**

**3.4.1** In June of 2020, Provider's medical, telehealth medical, mental health, and telehealth mental health services may be provided at the Caremobile at Lincoln between the hours of 12:00 p.m. and 5:00 p.m. on June 18, 19 and 23. For the period of July 1, 2020 through August 16, 2020, Provider's medical, telehealth medical, mental health, and telehealth mental health services may be provided at the Caremobile at Lincoln between the hours of 7:45 a.m. and 5:00 p.m. on July 13-17, 20-24, 27-31, and August 3-7, and 10-14.

**3.4.1.1** The Provider shall not have access to any District facilities at Lincoln aside from the Caremobile during this time.

**3.4.1.2** The District shall not provide custodial services in the Caremobile at Lincoln during this time.

**3.4.2** During the 2020-2021 school year, beginning on August 17, 2020, Provider's medical and mental health services may be provided at the Centennial school-based health center and its medical, telehealth medical, mental health and telehealth mental health services may be provided at the Caremobile at Lincoln clinic between the hours of 7:15 a.m. and 5:00 p.m. on the days District instructional employees are scheduled to be on duty at District schools, as reflected on the District's Board-adopted school calendar.

**3.4.3** In the event of an extended closure of District facilities, the parties agree that Provider's medical and mental health services provided at the Centennial school-based health center shall not be provided unless the Provider requests and receives written permission from the District's

Executive Director of Operations. Provider's medical, telehealth medical, mental health and telehealth mental health services at the Caremobile at Lincoln may continue as set forth in sections 3.4.1, 3.4.1.1 and 3.4.1.2.

**3.4.3.1** For the purposes of this Agreement, an extended closure of District facilities would include any time the District decides or is ordered by the state or local government, or other municipality having jurisdiction, to close its buildings for a period of longer than one (1) week. This includes any time Centennial, Lincoln, or the District engages in 100% remote learning for its students. For purposes of this section, an "extended closure" does not include school holidays or vacations or the summer period when schools are not in session.

**3.4.3** Provider shall work collaboratively with the District to publicize community resources that: (a) provide medical and mental health services not offered by Provider; and (b) provide 24/7 Health Services available when the Centennial school-based health center and Lincoln clinic are closed.

**3.5 Marketing Materials.** All Provider marketing materials concerning the Centennial school-based health center and Lincoln clinic must be approved by the District's Executive Director of Communications prior to their distribution. Provider shall maintain its own website and/or web page(s) concerning the Centennial school-based health center and Lincoln clinic, as well as the Health Services they provide.

**3.6 Confidentiality of Protected Health Information.** To the extent the Services involve the use and/or disclosure of individually identifiable protected health information under the federal Health Insurance Portability and Accountability Act ("HIPAA"), Provider: (a) shall not use or further disclose such information in a manner that would violate the privacy standards of HIPAA; (b) shall ensure that its employees, agents, volunteers and subcontractors to whom it provides such information agree to comply with the same privacy standards as apply to Provider; and (c) shall make available to the District students whom it serves and/or their parents/guardians the students' protected health information in accordance with HIPAA requirements.

**3.7 Accounting and Purchases.**

**3.7.1** Provider's accounting and accounting system shall be in accord with Generally Accepted Accounting Principles ("GAAP").

**3.7.2** Provider's Services compensated through health insurance payments and direct payments from patients, as well as grant monies, fundraising monies, gifts and monies from other sources received by Provider related to operation of the Centennial school-based health center and Lincoln clinic, shall be properly recorded in Provider's accounting system.

**3.7.3** Provider's requests for equipment and materials to be purchased with District funds shall be made in writing and submitted to the District's Executive Director of Finance. Such requests may be approved or rejected at the sole discretion of the Executive Director of Finance, and approved purchases shall be made by the District in accordance with its governing policies. All equipment and materials purchased with District funds are District property, which is available for Provider's use as determined by the District.

**3.8 Nondiscrimination.** In providing the Services under this Agreement, Provider and its employees, agents and volunteers shall comply with all applicable federal, state and local laws

prohibiting discrimination (including harassment) on the basis of race, color, national origin, sex, sexual orientation, religion, ancestry, marital status and disability.

### **3.9 Independent Contractor.**

**3.9.1** Provider shall provide the Services under this Agreement as an independent contractor of the District. As such, Provider shall have the right to determine how and by whom the Services will be provided and the right to conduct its operations free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

**3.9.2** Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits (if any), workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its agents, contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

**3.9.3** Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Provider and the District. Provider is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Provider and shall not represent itself to be a partner, agent or representative of Provider.

**3.9.4** Provider shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Provider acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District.

### **3.10 Certification Regarding Illegal Aliens.**

**3.10.1** Provider certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Provider also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

**3.10.2** Provider shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Provider obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Provider shall notify the subcontractor and the District within three (3) days that Provider has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Provider shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Provider participates in the Department Program, it shall: (a)

notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

**3.11 Insurance.** Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records & Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records & Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 3.11 shall not reduce the indemnification liability that Provider has assumed in section 3.12 below.

**Professional Liability**

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Annual Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time Services under this Agreement are concluded.

**Commercial General Liability**

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an "occurrence" basis
- e. Poudre School District and its elected officials and employees shall be named as additional insureds; a copy of the policy endorsement must be attached to the Certificate of Insurance
- f. Volunteers shall be included as insureds
- g. Coverage shall not exclude claims for sexual abuse/molestation
- h. Coverage shall not exclude claims for corporal punishment

**Commercial Automobile Liability**

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

- d. Provider shall furnish to the District's Director of Records & Risk Management a copy of the insurance card showing that the Caremobile is covered under the Commercial Automobile Liability policy

**Workers' Compensation**

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance.

**3.12 Indemnification.** Provider shall indemnify and hold harmless the District and the District's Board, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Provider's Services or operations under this Agreement, and/or the conduct of any of its employees, agents, volunteers, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 3.12 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

**4. Obligations of the District.**

**4.1 Facilities and Equipment.**

**4.1.1** The District hereby grants a license at no cost for Provider to use rooms numbered 204, 205, 216 and one-half of room number 101 at Centennial to provide the Services in accordance with the terms and conditions of this Agreement. A map showing the location of such rooms is attached to this Agreement as Exhibit A.

**4.1.2** The District hereby grants a license at no cost for Provider to park the Caremobile at a designated location on the grounds of Lincoln to provide medical, telehealth medical, mental health, telehealth mental health, and administrative services in accordance with the terms and conditions of this Agreement. A map showing the designated location at Lincoln for the Caremobile is attached to this Agreement as Exhibit B.

**4.1.3** The District shall make connections available at no cost for Provider to hook up electricity, water, sewer, Internet and telephone service to the Caremobile; shall install a fence around the Caremobile; and shall provide video surveillance of the Caremobile.

**4.1.4** The District shall provide telephone service and telephones at no cost for Provider's use at the Centennial school-based health center and Lincoln clinic.

**4.2 Coordination and Support.** The District shall provide the coordination and support services described in sections 4.2.1 through 4.2.8 below, at no cost to Provider. The Director of Student Services shall be Provider's primary District contact regarding the coordination and support services described in sections 4.2.1, 4.2.2 and 4.2.3. The Executive Director of Information Technology shall be Provider's primary District contact regarding the coordination and support services described in

sections 4.2.4, 4.2.5 and 4.2.6. The Executive Director of Communications shall be Provider's primary District contact regarding the coordination and support services described in section 4.2.7. The Director of Facilities shall be Provider's primary District contact regarding the coordination and support services described in section 4.2.8.

**4.2.1** The District shall refer District students for Health Services offered at the Centennial school-based health center and Lincoln clinic, in accordance with the students' perceived needs.

**4.2.2** The District may conduct and/or facilitate fundraising, and may apply for and administer grant monies, to help cover the cost of operating the Centennial school-based health center and Lincoln clinic.

**4.2.3** District representatives shall participate on the Health Advisory Council.

**4.2.4** The District shall furnish 20 mbps symmetrical bandwidth Internet access for Provider at the Centennial school-based health center and Lincoln clinic. Provider's use of the Internet access furnished by the District is subject to and conditioned on Provider's agreement to the following terms and conditions: (a) the Internet access is provided "as is" with no warranties express or implied, including but not limited to no warranty that the Internet access is fit for any particular purpose; (b) the Internet access may not be uninterrupted or error-free; (c) the Internet access may subject Provider's computers, tablets, personal communication devices and other technology to viruses, worms, Trojan horses and other harmful applications; and (d) the District does not guarantee that communications using the Internet access are secure. By signing this Agreement and using the Internet access furnished by the District, Provider agrees to the foregoing terms and conditions.

**4.2.5** The District shall be responsible for the maintenance and repair of the equipment and materials that furnish telephone service for the Centennial school-based health center and Lincoln clinic.

**4.2.6** The District shall work cooperatively with Provider during the term of this Agreement to transfer the obligation and responsibility for the networking of Provider's computers from the District to Provider.

**4.2.7** The District shall provide links from District web pages to Provider's website and/or web page(s) concerning the Centennial school-based health center and Lincoln clinic, as determined by the District's Executive Director of Communications. The District shall work collaboratively with Provider to publicize information regarding Provider's Services and to promote Provider's Services through communications using various media directed to District students, families and employees.

**4.2.8** The District shall provide custodial, maintenance and repair services in the rooms used for the Centennial school-based health center. The District shall provide custodial services in the Caremobile used for the clinic at Lincoln. The District shall be responsible for the maintenance and repair of the facilities, equipment and materials that furnish electricity, water, sewer and Internet service to the Caremobile; the fencing around the Caremobile; and the video surveillance cameras and related equipment that monitor the Caremobile.

**4.3** **Confidentiality of Student Records.** The District and its employees, agents and volunteers shall maintain the confidentiality of student records and the personally identifiable information



contained therein in accordance with the federal Family Educational Rights and Privacy Act ("FERPA"), the Colorado Open Records Act ("CORA") and District Policy JRA/JRC.

5. **Health Advisory Council.** Representatives of the District and Provider, as well as community partners and financial supporters, shall participate in regularly scheduled Health Advisory Council meetings to collaboratively discuss Health Services provided at the Centennial school-based health center and Lincoln clinic; matters concerning operation of the school-based health center and clinic; and matters concerning funding of the school-based health center and clinic. These discussions shall serve as input to inform decisions of the District and Provider regarding such matters.

6. **Notices.** All notices required or allowed under this Agreement shall be in writing and shall be either: (a) hand-delivered; or (b) sent via certified mail, return receipt requested and postage prepaid, to the address(es) of the other party set forth below; or (c) sent via e-mail to the e-mail address(es) of the other party set forth below.

6.1 **Notices to District.** Both the Executive Director of Finance and the Director of Student Services must receive copies of all notices, in accordance with the following contact information:

Poudre School District R-1  
Attn: Executive Director of Finance  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: davem@psdschools.org

Poudre School District R-1  
Attn: Director of Student Services  
1630 Stover Street  
Fort Collins, CO 80525  
E-mail: rhacon@psdschools.org

Notices to the Director of Records & Risk Management shall be made in accordance with the following contact information:

Poudre School District R-1  
Attn: Director of Records & Risk Management  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: kbennett@psdschools.org

6.2 **Notices to Provider.** Notices to Provider shall be made in accordance with the following contact information:

Every Child Pediatrics  
Attn: Director of Finance and Business Development  
9197 Grant Street, Suite 100  
Thornton, CO 80229  
E-mail: Peschen@everychildpediatrics.org

7. **Dispute Resolution.** The parties agree that from time to time, during the performance of services under this Agreement, there may be conflicts, disputes or disagreements between them in relation to the specific terms of the Agreement (hereinafter collectively referred to as "Disputes"). It is the desire of the parties that a good faith effort be made by each party to resolve such Disputes promptly and in a mutually satisfactory manner. Therefore, the parties agree, without being bound hereby, to address any Disputes between them as follows:

7.1 At any time that either party believes that a Dispute exists, the disputing party shall notify the other party in writing of the nature and existence of a Dispute and request a meeting to discuss the Dispute.

7.2 Representatives of each party shall promptly schedule and attend such meetings as are necessary to review the Dispute and, if necessary, engage in good faith discussions to completely and promptly resolve the Dispute.

7.2.1 The parties shall exchange such information as is reasonably necessary to have a full, open and candid discussion about the Dispute.

7.2.2 The parties shall meet to discuss the Dispute within thirty (30) days from notification in section 7.1. The parties may mutually agree to extend this deadline as needed to engage in good faith discussions to resolve the Dispute for no more than thirty (30) additional days.

7.4 Any disputes, which are not resolved as a result of the exchange of information and meetings, may, by mutual agreement, be submitted to non-binding mediation, unless the parties otherwise agree.

7.5 The mediator shall be promptly selected by the mutual agreement of the parties and each party shall be responsible for their own fees, costs and expenses associated with the mediation. The time and place of the mediation shall be determined by the mutual agreement of the parties, in consultation with the mediator. Unless otherwise agreed, mediation shall be held in Larimer County, Colorado.

7.6 The use of this Dispute Resolution process is without prejudice to the rights of either party under the terms of the Agreement, including the right of either party to use litigation to resolve any disputes at any time in the event that Dispute Resolution fails to result in a mutually satisfactory resolution of the Dispute.

## **8. Miscellaneous.**

8.1 **No Assignment.** Provider shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

8.2 **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

8.3 **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the parties in the same manner and with the same formality as was done for this Agreement.

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

**8.5 No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and Provider. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or Provider. It is the express intent of the parties that any person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

**8.6 Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

**8.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

**8.8 Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

**8.9 Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

**8.10 Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and Provider have signed this Agreement effective as of the date first set forth above.

ROCKY MOUNTAIN YOUTH MEDICAL &  
NURSING CONSULTANTS, INC., D/B/A  
EVERY CHILD PEDIATRICS

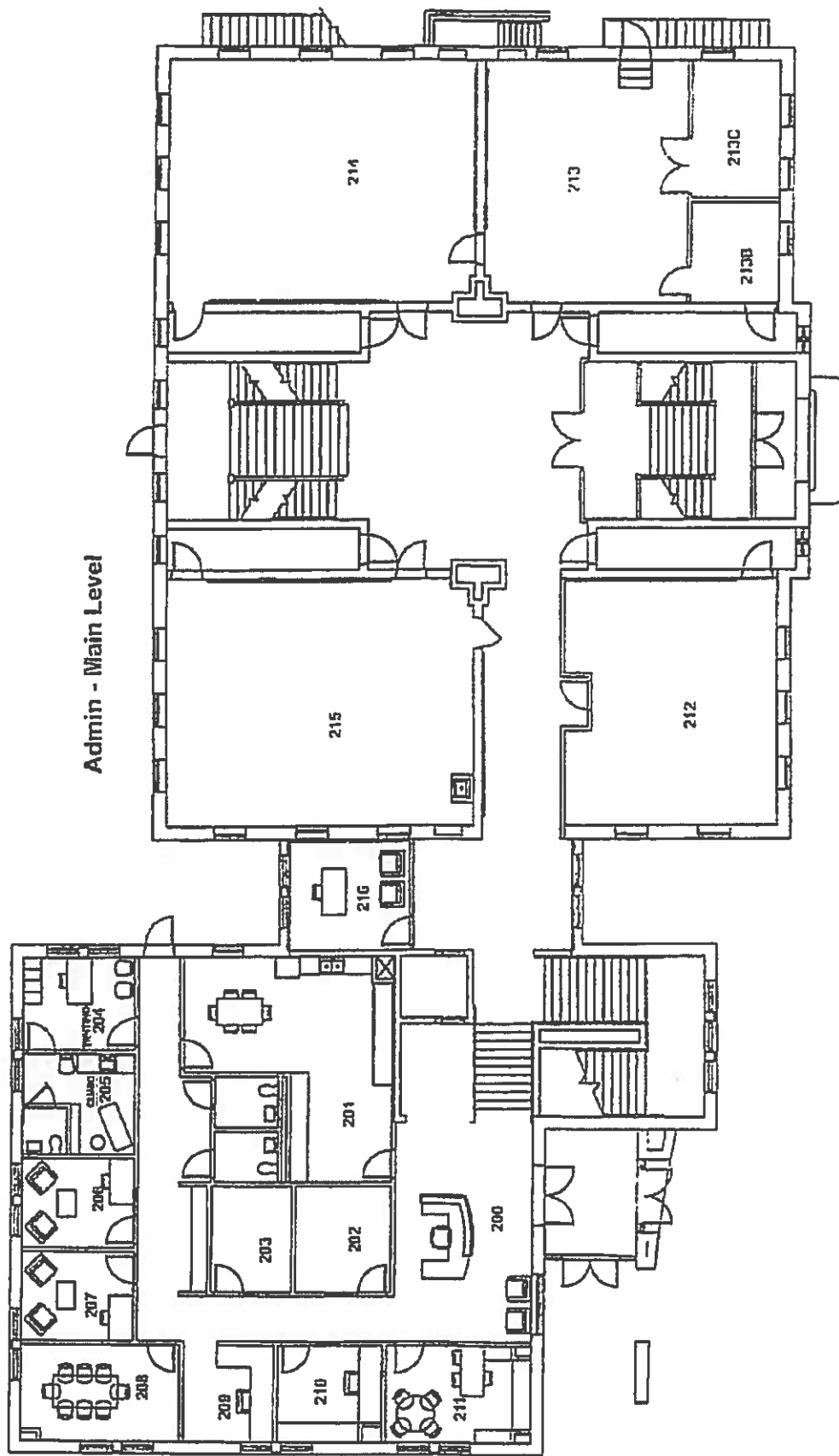
By:   
Executive Director

POUDRE SCHOOL DISTRICT R-1

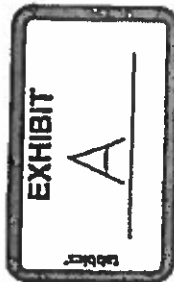
ATTEST:

By: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

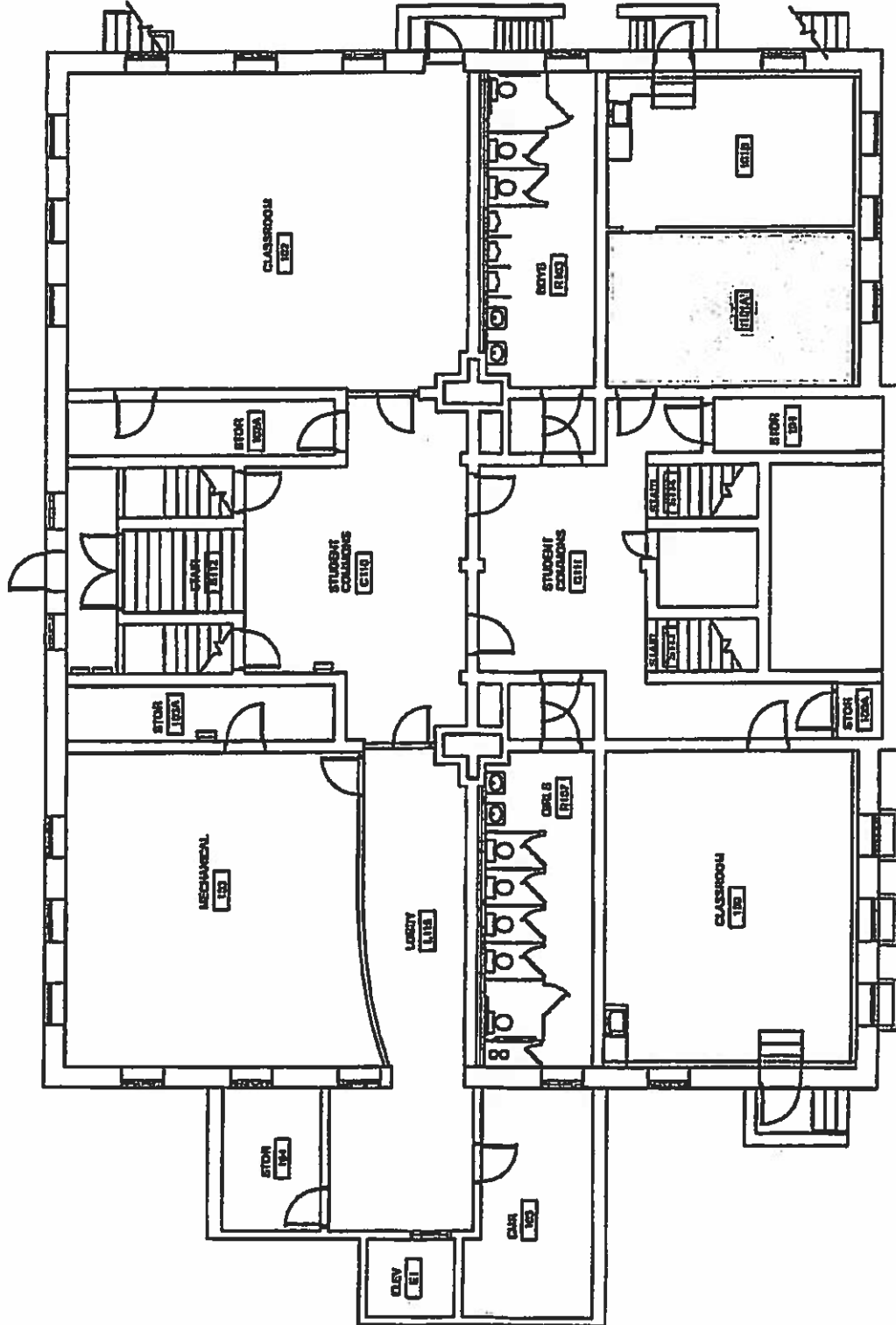


Admin - Main Level



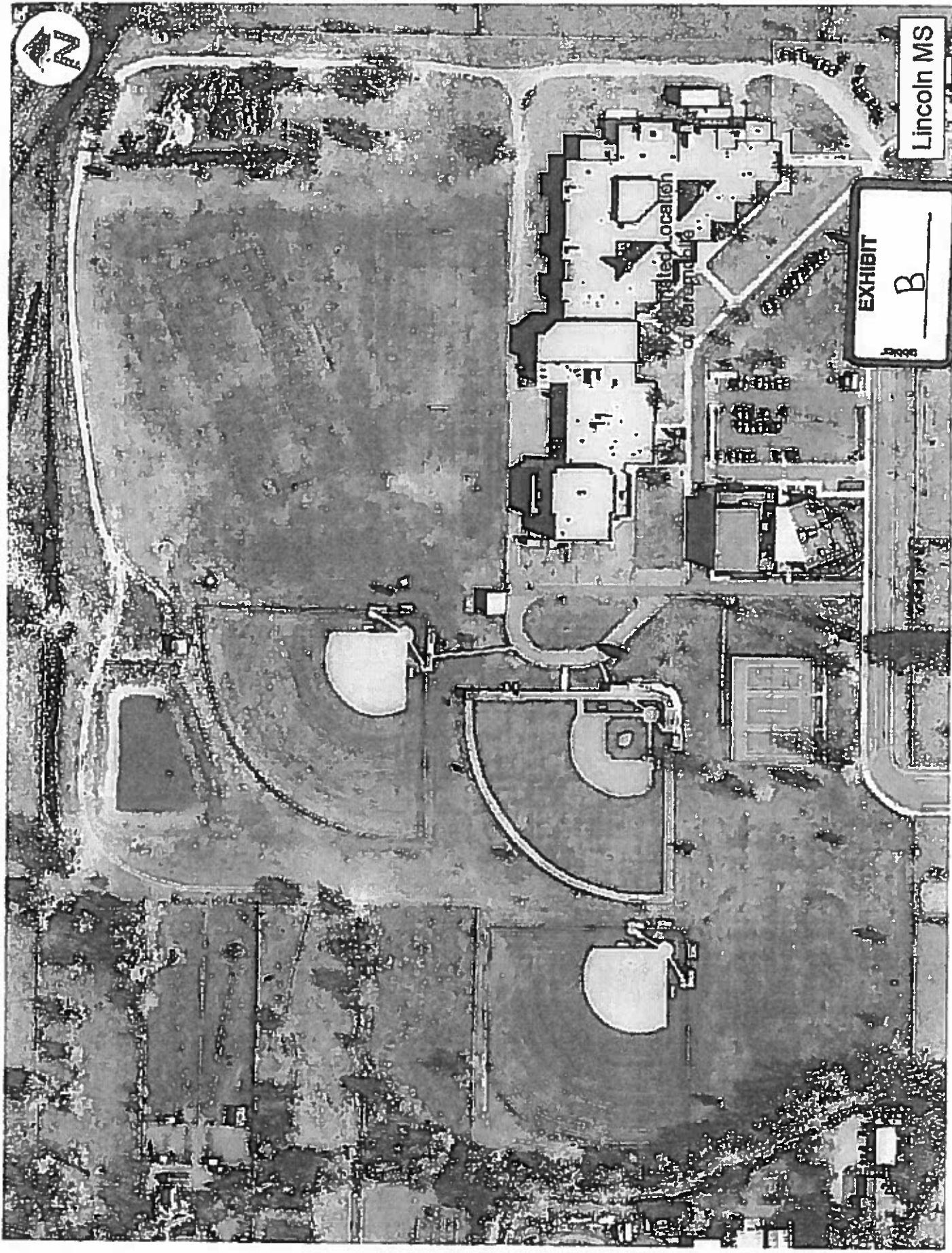
CENTENNIAL HIGH SCHOOL  
330 East Laurel Street  
Fort Collins 80524

Health Clinic



## Admin - Basement

☐ Health Clinic



Lincoln MS

EXHIBIT  
B

Estimated location  
of Paraglider