

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period May 1, 2018, through April 30, 2021, is by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its Health and Human Services Department ("Agency") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP") (together, the "Parties").

RECITALS:

- A. Whereas, the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed and based on randomized controlled trial Research to yield certain benefits for low-income, first-time mothers and their children ("Program Benefits").
- B. Whereas, the Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.
- C. Whereas, the Program implementation by Agency must be based upon key parameters ("Model Elements") identified through Research and refined based upon the Program's experience since 1997 and attached to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Whereas, Agency desires and intends to implement the Program to serve low-income, first-time mothers in Agency's geographic area, and to represent itself to the public and be known to the public as being affiliated with the Nurse-Family Partnership Program.
- E. Whereas, NFP desires and intends to guide and support the Program implementation process to help Agency obtain Program Benefits for the mothers and children that Agency serves.
- F. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Agency shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both Parties for this purpose.

AGREEMENT:

In consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

I. DEFINITIONS.

- A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:
 - 1. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.
 - 2. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.

3. "Commencement Date" means June 1, 2018, which is estimated to be the first day of the month after the date upon which Nurse Home Visitors employed by Agency first begin to visit Clients
 4. "Effective Date" means May 1, 2018, first noted above, and upon which this Agreement becomes effective.
 5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in research.
 6. "Electronic Visit-to-Visit Guidelines©" or "E-Guidelines©" means NFP's written guidance for how Nurse Home Visitors schedule and conduct visits with Clients during the Clients' participation in the Program.
 7. "Location" means the work address of a Program Supervisor.
 8. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to Agency, into which designated, NFP-approved Agency personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
 9. "Nurse Home Visitor" or "NHV" means a nurse employed by Agency who spends at least 20 (twenty) hours per week, or .5FTE, whichever is greater, delivering the Program to Clients.
 10. "Program Supervisor" means a person who supervises up to (8) eight Nurse Home Visitors who implement the Program on behalf of Agency.
 11. "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
 12. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor.
- B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Agency, NFP, or its licensors, whether or not they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with the data, research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Agency with reasonable notice of those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Agency.
- C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including

without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

II. NFP OBLIGATIONS

- A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. Agency shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the data, research, and current modalities of delivery of the Program. NFP shall provide reasonable notice of those modifications as set forth in the Implementation Agreement. NFP shall retain ownership and all the rights to any Proprietary Property, whether modified or not by any Agency.
- B. NFP shall provide support to help Agency implement the Program as described in Exhibit B, Nurse-Family Partnership Support for an Agency.
- C. NFP shall submit invoices to Agency for services provided to Agency based upon the fees listed in Exhibit C, Fees for Nurse-Family Partnership Services.
- D. NFP may, from time to time, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. NFP may provide the public with information about Agency's NFP-related Research, publications, and presentations.
- E. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- F. NFP understands that pursuant to this Agreement, NFP and its employees may have access to Clients' Protected Health Information ("PHI") and Agency's business information. NFP acknowledges that this information has a high level of confidentiality, and NFP and its employees agree to keep all information made available to its employees confidential and not to disclose this information. NFP shall instruct its employees/staff/affiliates to follow Agency's policies regarding patient and business confidentiality. Further, NFP acknowledges that Agency is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, NFP represents that NFP is in compliance with the HIPAA and all relevant federal statutes, state rules, regulations, and applicable interpretive rulings promulgated under HIPAA, and other applicable law, or will become compliant to regulations and requirements effective at future dates according to the applicable timetables. Exhibit D, HIPAA Business Associate Addendum, is hereby incorporated in this Agreement. Failure by NFP to comply with this provision and the provisions of Exhibit D, HIPAA Business Associate Addendum, shall, upon request of the agency, result in immediate termination of this Agreement without penalty or cost to Agency. NFP shall cooperate with any Agency program(s) instituted in the future to bring Agency into compliance with HIPAA.

- G. NFP shall provide data and reporting services on behalf of Agency, in a manner that would not violate HIPAA if done by Agency, to all the third-party agencies named by Agency to be recipients of data and reporting services.

III. AGENCY OBLIGATIONS

- A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, in order to do so.
- B. Agency will take all appropriate steps to maintain client confidentiality and obtain any necessary written client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- C. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.
- D. Agency's Nurse Home Visitors and Supervisors shall complete all required NFP Education. Nurse Home Visitors and Supervisors who leave the program for two (2) years or longer and then return must attend NFP Education before visiting Clients and resuming Program delivery. Agency shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines.
- E. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Agency shall request NFP's permission prior to participating in any Research that is (1) initiated by a party other than NFP and (2) that involves Program staff or explicitly targets the families that are enrolled in the Program. NFP shall review and approve or disapprove Agency's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- F. Agency shall inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- G. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.
 - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines.
 - 2. The handouts bear notices indicating copyright by any of the following:
 - a) University of Colorado
 - b) University of Colorado Health Sciences Center
 - c) University of Colorado at Denver and Health Sciences Center

d) Nurse-Family Partnership

3. NFP has the right to grant permission to reproduce materials specified above and that bear the University copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
 4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
 5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- H. Agency understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. Agency shall use the Proprietary Property solely for carrying Agency's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property without the prior express written permission of NFP. Agency may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Agency may allow only trained, NFP-authorized users to access the NFP DCS. Agency shall retrieve all Proprietary Property from departing employees. The duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.
- I. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Agency and Subcontractor(s) must use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and program. NFP and Agency and Subcontractor(s) have a mutual responsibility to support and promote each another, as each of the Party's activities reflect on the national image of Nurse-Family Partnership and on the image of Nurse-Family Partnership in the state the Agency and Subcontractor(s) are located. Agency and Subcontractor(s) shall take all actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Agency and Subcontractor(s) material associated with the Program. In all marketing materials related to the Program, Agency and Subcontractor(s) shall use the Nurse-Family Partnership name and ensure that its program will be readily recognizable to the general public as an integral part of the Nurse-Family Partnership.
- J. The Agency will identify and list, in the space below, each third-party agency that must be provided, by NFP, with data and reporting services on behalf of the Agency. If none, enter "None."

None

IV. FEES AND PAYMENT

- A. The fees associated with NFP services in support of an implementing agency are as follows:
1. Start-Up Services: Fee is due upon the Effective Date, is charged "per agency" one time, and contributes to covering costs associated with:

- a) Initial support to help agency staff prepare to implement the Program and successfully move through the initial phase of program start-up.
 - b) Education about and implementation and access to the Nurse-Family Partnership data collection and reporting system.
 - c) Incremental program support and nurse consultation provided during the first two years of implementation.
2. Education Services. NFP provides initial Nurse-Family Partnership education for nurse home visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual nurse home visitor, nurse supervisor, and administrator at an agency. Fees are due upon completion of the face-to-face session.
- a) Nurse Home Visitor Initial Education Fee. Education for nurse home visitors (NHV) consists of one face-to-face education unit supported by distance education components. All Program Supervisors who have never taken NHV Education or who completed it more than two years prior to being promoted to Supervisor are required to attend NHV Education as well as Supervisor Education. This fee also contributes toward the cost of periodically updating written and electronic curriculum and guidance based on current research.
 - b) Supervisor Initial Education Fee. For Program Supervisors, education consists of Nurse Home Visitor Initial Education plus one face-to-face education units supported by distance education components and nurse consultation.
 - c) Agency Administrator Orientation Fee. Currently, Administrator Orientation is a two-day face-to-face session in Denver. Administrator Orientation is required for new Administrators within six (6) months of being hired. Experienced Administrators are strongly encouraged to take advantage of NFP's ongoing distance learning opportunities.
3. Implementation Support Services. Fees are due on the Price Effective Date (listed in Exhibit C) and are based on the number of Program Supervisor Positions (the greater of (1) the number of individuals with supervisory responsibility at the agency or (2) the number of supervisor FTEs that are required to be implementing the model with fidelity (at least one per eight nurse home visitors). Fees are as follows:
- a) Program Support. Fees are per Program Supervisor Position per year and contribute to covering costs associated with the following:
 - (1) NFP DCS. Services related to third party data collection systems are not covered by this Agreement. Fees for supporting Agency's use of third party data collection systems will be in addition to the Annual Program Support Fee.
 - (2) Quality Improvement (QI) and Reporting.
 - (3) Ongoing Nurse-Family Partnership nurse home visitor, supervisor, and administrator education; resource library; conference calls; web forums; Nurse-Family Partnership Community resources; and updating of Nurse-Family Partnership Education and E- Guidelines and supporting materials.
 - (4) Marketing and Communications consultation and support, including customizable marketing and community outreach materials, brochures, and other collateral.

(5) Policy and Government Affairs, including advocacy and educational work at federal and state levels.

b) Annual Nurse Consultation. The fee is per Program Supervisor Position per year. The full fee is charged for the first Program Supervisor Position at a geographic location and a reduced fee is charged for each additional Program Supervisor Position at that same location. The fees contribute to covering costs associated with a Nurse-Family Partnership Nurse Consultant providing the following support to Program Supervisors:

- (1) Helping each Program Supervisor develop an annual plan for implementation.
- (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
- (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
- (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
- (5) Clinical and supervisory coaching and consultation with each Program Supervisor.

For so long as the Oregon Health Authority (OHA) employee serving in the capacity of State Nurse Consultant (SNC) as of the effective date of this agreement remains in this role, NFP agrees to provide a rebate of up to 80% directly to Agency when Agency receives satisfactory State Nurse Consultation services from the SNC. In the event the State Nurse Consultant services to Agency are unsatisfactory, or incomplete, the amount of the rebate will be adjusted accordingly by NFP, in consultation with OHA and Agency. In the event the current SNC vacates the position, for whatever reason, NFP will no longer offer rebates to Agency and will no longer charge an annual Nurse Consultant Fee. If the current SNC vacates the position during the term of the Agreement, NFP shall prorate fees accordingly.

c.) Program Supervisor Expansion or Replacement Fee. This one-time fee for extra support when a new Program Supervisor Position is added or a vacant position is filled, will not be charged, as long as the Oregon Health Authority (OHA) employee serving in the capacity of State Nurse Consultant (SNC) (as of the effective date of this agreement) remains in that role. If the current SNC vacates the position, then that fee will apply when circumstances require, after consultation with OHA and Agency.

B. Prices are subject to change in accordance with Section IV D below.

C. All fees are based upon NFP's standard terms of invoicing and payment, as follows:

1. Start-Up Services Fees are invoiced on the Effective Date and are due in 30 days.
2. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s).
3. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s).
4. Program Supervisor Expansion or Replacement Fees are invoiced when the new supervisor is hired. No special reporting or documentation is provided with the invoice(s).

D. NFP shall invoice Agency for services provided to Agency and Subcontractor(s) based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. NFP reserves the right to charge the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.

E. Invoices will be sent to:

Agency: Yamhill County Health and Human Services, Public Health
Department

Attention: Amber Miller

412 NE Ford St.
McMinnville, OR 97128
Telephone: 503-434-7525 Ext. 4702
Email: millera@co.yamhill.or.us

Please check this box if you would prefer to receive invoices by
email

F. Agency will send payments, identifying the NFP invoice, within 30 days of invoice to:

Nurse-Family Partnership
Attention: Finance Department
1900 Grant Street, Suite 400
Denver, CO 80203

V. TERM AND DEFAULT

- A. Term of Agreement. This Agreement shall remain in full force and effect through April 30, 2021 (the "Initial Term") unless it is terminated by the mutual agreement of the Parties or as otherwise provided below.
- B. Term Extension. Upon May 1, 2021, and each anniversary of that date, this Agreement shall automatically extend for an additional year unless either party has provided not less than sixty (60) days' notice to the other of its intention to terminate the Agreement on the upcoming anniversary date.
- C. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the Initial Term, because it requires approximately three years for the initial group of Clients to complete the Program. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the Initial Term or an extension thereof, either Agency or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- D. Default. A party shall be in default under this Agreement if a party (i) breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) the bankruptcy of a party.
- E. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do

not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.

F. Effect of Termination.

1. If this Agreement is terminated by notice of one party to the other, Agency shall pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
 - a) Agency shall no longer have access to the NFP DCS;
 - b) Agency shall stop enrolling new Clients;
 - c) Agency shall work with the NFP nurse consultant to develop a transition plan, including a plan to provide continuity of care for current Clients;
 - d) NFP may retain a record of all data which has been collected by Agency in the course of implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
 - e) Agency and NFP shall continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
 - f) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;
 - g) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and
 - h) Agency shall cease to implement the Program and shall cease to represent that it is implementing the Program.

VI. DISPUTE RESOLUTION. If a dispute arises relating to this Agreement, the Parties shall attempt to resolve that dispute at the lowest possible level. If the dispute cannot be resolved at that level, the dispute shall be elevated to the Director, Program Development, of NFP and the Program Supervisor. If these persons cannot resolve the dispute, it shall be elevated to the next organizational level of NFP and Agency. If the dispute is not resolved through the foregoing process within a reasonable period of time, not to exceed any period of time that could reasonably be deemed to have a detrimental impact on the implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VII. LIABILITY.

- A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law.
- B. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party.

VIII. ASSIGNMENT; SUBCONTRACTING. Except as provided herein, this Agreement and the rights, obligations, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way to any third party, including financing institutions,

without the prior written consent of NFP. Agency shall not respond to social impact bond or "pay for success" solicitations or enter into contracts or funding arrangements that link Program implementation performance to repayment of funding and name the Program as the targeted service without NFP's prior written consent. Agency shall not engage or utilize the services of any subcontractor to perform any of Agency's services hereunder without the prior written consent of NFP.

IX. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who employs such employee shall cause the employee to give or withhold such consent or approval in accordance with this paragraph. If no response is received by the requesting Party within ten business days after delivery of the applicable request, consent shall be deemed given.
- B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered by overnight courier, return receipt requested, or by electronic mail, to the receiving party at the following address:

For NFP:

Original to:

Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Frank Daidone, President & CEO
Telephone: 303-327-4274
Facsimile: 303-327-4260
Email:
Frank.Daidone@NurseFamilyPartnership.org

With a copy to:

Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Elizabeth Jasper, GC
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email:
Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:

Original to:

Agency: Yamhill County Health & Human
Services, Public Health Department
Attention: Silas Halloran-Seiner

Address: 638 NE Davis St.
McMinnville, OR 97128
Telephone: 503-434-7523
Facsimile: (503) 474-4907
Email: halloras@co.yamhill.or.us

With a copy to:

Agency: Yamhill County Health & Human
Services, Public Health Department
Attention: Lindsey Manfrin, Amber Miller,
Terry Malay
Address: 638 NE Davis St.
McMinnville, OR 97128
Telephone: (503) 434-7525
Facsimile: (503) 474-4907
Email: marfrinl@co.yamhill.or.us;
millera@co.yamhill.or.us;
malayt@co.yamhill.or.us

or to such other address as such party may have given to the other by notice pursuant to this Paragraph. Notice shall be deemed given on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier or by acknowledgement of receipt if given by electronic mail.

- C. Binding Upon Successors and Assigns. This Agreement, and all covenants, terms, provisions, and agreements contained herein, shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.
- D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.
- F. No Third Party Beneficiary. This Agreement does not create any third-party beneficiary rights in any person or entity, including without limitation, financing institutions.
- G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.
- H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and always shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.
- I. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.
- J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.
- K. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.
- L. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and

provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- M. Applicable Law. This Agreement shall be governed by and construed according to the internal laws of the State of Oregon. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Oregon and the forum and convenience of the state and federal courts thereof.
- N. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- O. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature or digitized image of a signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.
- P. Social Impact Bonds. The Parties acknowledge and agree that, because of nature of the outcome payments associated with social impact bonds and other "pay for success" arrangements, investors will be more likely to select programs with proven records and evaluation techniques that maximize the chances of demonstrating positive outcomes, such as the Program. Recognizing that investors may want to have more control over Program implementation to shore up investment, Agency shall request NFP's prior written consent before entering into any such agreements, including responses to solicitations for such agreements.
- Q. Indemnification. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Agency shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of Agency in the performance of services under this Agreement and Agency agrees to indemnify, hold harmless, save and defend NFP, its officers, agents and employees from and against any and all claims, suits, actions, liabilities, damages, costs, losses, fees, expenses (including attorneys' fees) or judgments resulting from, arising out of or connected with any such injury or the negligent or willful acts or omissions of Agency or any of the officers, agents, employees or subcontractors of Agency in the performance of the services provided by Agency pursuant to this Agreement.

NFP shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of NFP in the performance of services under this Agreement and NFP agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees including but not limited to the State of Oregon from and against any and all claims, suits, actions, liabilities, damages, costs, losses, fees, expenses (including attorneys' fees) or judgments resulting from, arising out of or connected with any such injury or the negligent or willful acts or omissions of NFP or any of the officers, agents, employees or subcontractors of NFP in the performance of the services provided by NFP pursuant to this Agreement.

Additionally, NFP agrees to indemnify and defend Agency against any claim or action brought by a third-party for actual or alleged infringement of any intellectual property law based upon Agency's use of the Proprietary Property in accordance with this Agreement. Agency agrees to give NFP prompt written notice of any threat, warning or notice of any claim or action that could have an adverse impact on NFP's rights in the Proprietary Property and NFP shall have the sole right to conduct the defense of any

such claim or action and all negotiations for its settlement unless the parties hereto agree otherwise in writing. NFP shall pay any damages and costs finally awarded against Agency or paid in settlement of claims. In the event of a claim under this subsection, NFP may (i) procure for Agency the right to continue using the Proprietary Property, (ii) provide substitute, non-infringing Proprietary Property of substantially the same quality and utility, or (iii) terminate this Agreement and refund the fees paid by Agency.

R. Insurance. NFP, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance, on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, covering Contractor pursuant to this Agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the services provided under this Agreement;
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under this Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Agency. NFP shall furnish Agency with certificates of insurance for each of the required insurance coverages before NFP performs services under this Agreement. The certificates of insurance must specify (a) the types of insurance coverage, (b) all entities and individuals who are endorsed on the policy as Additional Insured, (c) the amounts of insurance coverage, (d) the period of insurance coverage and (e) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Agency.

The Commercial General Liability and Commercial Automobile Liability shall (i) name the Agency and its directors, officers, employees and agents as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Agency and that any insurance maintained by Agency is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to NFP's activities to be performed under this Agreement. NFP shall immediately notify Agency orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to NFP.

S. Regulations and Duties; Compliance with Laws. Each party shall comply with the applicable rules, regulations, state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to the performance of

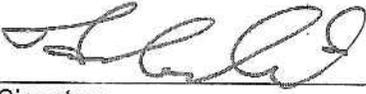
services under this Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142, 659A.145, 659A.400 to 659A.409 and all regulations and administrative rules established pursuant to those laws and in the conduct of all programs, services and training associated with the delivery of services under this Agreement, (ii) ORS 279B.200 through 279B.270; (iii) Article XI, Section 10, of the Oregon Constitution; (iv) all state laws requiring reporting of client abuse; and (v) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations, and (vi). These applicable laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. NFP agrees that NFP has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

T. Records. NFP shall maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, NFP shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of NFP, whether in paper, electronic or other form, that are pertinent to this Agreement, collectively referred to as "Records" in such a manner to clearly document NFP's performance. Such records shall be open for inspection by Agency during business hours upon request.

U. Non-discrimination. Both parties agree that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by either Agency or NFP or in the receipt or performance of services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

For NFP:
Nurse-Family Partnership

By: 
Signature

Frank Daidone, President & CEO
Printed Name & Title

Date: JUN 22 2018

For Agency:
Yamhill County Health & Human Services,
Public Health Department

By: 
Signature

Silas Halloran-Steiner, HHS Director
Printed Name & Title

Date: 6/22/18

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS

When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from Research results.

- Element 1. Client participates voluntarily in the Nurse-Family Partnership program.
- Element 2. Client is a first-time mother.
- Element 3. Client meets low- income criteria at intake.
- Element 4. Client is enrolled in the program early in her pregnancy and receives her first home visit by no later than the end of the 28th week of pregnancy.
- Element 5. Client is visited one-to-one: one Nurse Home Visitor to one first-time mother/ family.
- Element 6. Client is visited in her home, as defined by the client, or in a location of the Client's choice.
- Element 7. Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the standard NFP visit schedule or an alternative visit schedule agreed upon between the Client and nurse.
- Element 8. Nurse Home Visitors and Nursing Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.
- Element 9. Nurse Home Visitors and Nursing Supervisors participate in and complete education required by the NFP National Service Office ("NSO"). In addition, a minimum of one current NFP administrator participates in and completes the Administrator Orientation required by NFP.
- Element 10. Nurse Home Visitors, using professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP E-Guidelines Guidelines to individualize the Program to the strengths and risks of each family and apportion time across defined Program domains.
- Element 11. Nurse home visitors and supervisors apply nursing theory, nursing process and nursing standards of practice to their clinical practice and the theoretical framework that underpins the Program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods.
- Element 12. A full time Nurse Home Visitor carries a caseload of 25 or more active Clients.
- Element 13. NFP agencies are required to employ a NFP nurse supervisor at all times.

- Element 14. Nursing Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.
- Element 15. Nurse Home Visitors and Nurse Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP data collection system in a timely manner.
- Element 16. Nurse Home Visitors and Nurse Supervisors use data and NFP reports to assess and guide Program Implementation, enhance Program quality and demonstrate Program Fidelity and inform clinical practice and supervision.
- Element 17. Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.
- Element 18. Agency convenes a long-term Community Advisory Board that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.
- Element 19. Adequate organizational support and structure shall be in place to support Nurse Home Visitors and Nurse Supervisors to implement the Program with Fidelity to the Model.

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY

To help Agency implement the Program with Fidelity to the Model, NFP provides the following support to Agency:

- I. NFP provides support to help Agency prepare to implement the Program including:
 - A. Materials to help Agency:
 1. Select and set up Agency's work space;
 2. Advise on appropriate telecommunications and computer capabilities;
 3. Recruit and hire Program Supervisors, Nurse Home Visitors, and administrative support staff;
 4. Establish a network of sources who may refer low-income, first-time mothers to Agency;
 5. Facilitate enrollment of Clients;
 6. Establish a network of social services which can provide support to Agency's Clients;
 7. Work with media;
 8. Inform the community and build support for Agency, the Program, and Program Benefits;
 9. Establish strong, stable, and sustainable funding for Agency operations.
 - B. Access to an Internet-based discussion forum with other entities that are implementing the Program.
 - C. A visit to Agency by a member of NFP staff to offer direct consultation on Program implementation.
- II. NFP provides ongoing support to Agency via telephone and email during Program implementation and operation, including:
 - A. Consultation with respect to topics such as human resources, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
 - B. Clinical consultation for Program Supervisors and Nurse Home Visitors;
 - C. Consultation regarding data collection, entry, management, and interpretation.
 - D. On-site consultation as is mutually deemed necessary and appropriate.
- III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Agency of such modifications on a timely basis.
- IV. NFP provides education to Administrators, Program Supervisors and Nurse Home Visitors at dates and locations to be determined by NFP. Education will cover the following topics:
 - A. The Program, Program Benefits, and Model Elements;
 - B. Use of the NFP DCS, including data collection, entry, management, and interpretation;
 - C. Implementation of the Program using the NFP E-Guidelines and associated tools and materials;
 - D. Knowledge and skills needed by the NFP Program Supervisor; and
 - E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Agency.

- V. NFP provides E-Guidelines and other materials to help Program Supervisors and Nurse Home Visitors implement the Program with Fidelity to the Model Elements. NFP may modify the E-Guidelines from time to time and will provide Agency with updated versions on a timely basis.
- VI. NFP provides support for Agency's use of the NFP DCS, including:
 - A. Monitoring the Agency's data collection and entry activity and quality and providing feedback to Agency as appropriate;
 - B. Maintaining and supporting NFP DCS software;
 - C. Upgrading NFP DCS software when deemed necessary by NFP; and
 - D. Technical assistance via telephone or e-mail to support Agency's use of the NFP DCS.
- VII. NFP provides implementation reports and evaluation reports at such times as NFP deems commercially reasonable and necessary to meet the needs of Agency and entities to which Agency may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
 - A. Agency activity. Reports designed primarily for Program Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
 - B. Quality improvement. Reports aimed to help Agency improve Fidelity to the Model including reports designed (i) to assist Program Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help NFP staff assess how Agencies are performing with respect to Fidelity to the Model.
 - C. Program outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to Agency's particular circumstances.
 - D. These reports are available on a pre-defined schedule or from the NFP DCS Website on demand. NFP may modify the Program Reports from time to time.
- VIII. NFP will provide art work and color and usage guidelines to help Agency develop and produce communications materials that properly use the NFP trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by NFP.
- IX. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervision and mutually develop an improvement plan. From time to time, NFP may engage either internal or external auditors to evaluate the performance of the Agency. Agency will cooperate fully with any quality audit that is undertaken by or on behalf of NFP.

EXHIBIT C. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

NFP fees for services provided under this Agreement will be as follows, subject to change in accordance with Section IV:

Start-Up Fees (Invoiced on the Effective Date of this Agreement)			
Description	Unit Price	Unit of Measure	
Start-Up Services	\$29,134.00	One time per Location	
Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
5/1/2018	4/29/2019	\$4,668.00	One time per NHV or Supervisor
5/1/2019	4/29/2020	\$4,808.00	
5/1/2020	4/29/2021	\$4,952.00	
NFP Program Supervisor Education Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
5/1/2018	4/29/2019	\$843.00	One time per Supervisor
5/1/2019	4/29/2020	\$868.00	
5/1/2020	4/29/2021	\$895.00	
NFP Agency Administrator Education Fee (Invoiced upon completion of the first face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
5/1/2018	4/29/2019	\$551.00	One time per Administrator
5/1/2019	4/29/2020	\$568.00	
5/1/2020	4/29/2021	\$585.00	
NHV Educational Materials Fee (Invoiced upon completion of the face-to-face NHV Education session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
5/1/2018	4/29/2019	\$593.00	One time per NHV Trainee
5/1/2019	4/29/2020	\$611.00	
5/1/2020	4/29/2021	\$629.00	
Annual Program Support Fee (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
2/1/2018	4/29/2019	\$8,088.00	Per Program Supervisor Position per Year
5/1/2019	4/29/2020	\$8,328.00	
5/1/2020	4/29/2021	\$8,580.00	
Annual Nurse Consultation Fee for Each First Program Supervisor at a Location (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
2/1/2018	4/29/2019	\$9,696.00	Per Program Supervisor Position per Year
5/1/2019	4/29/2020	\$9,984.00	
5/1/2020	4/29/2021	\$10,284.00	
Annual Nurse Consultation Fee for Each Additional Program Supervisor at a Location (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
2/1/2018	4/29/2019	\$5,820.00	Per Program Supervisor Position per Year
5/1/2019	4/29/2020	\$6,402.00	
5/1/2020	4/29/2021	\$6,594.00	
Program Supervisor Expansion or Replacement Fee (Invoiced at the time of hire)			
Price Effective Date	End Date	Unit Price	Unit of Measure
2/1/2018	4/29/2019	\$3,174.00	One time per Expansion or Replacement Program Supervisor per Occurrence
5/1/2019	4/29/2020	\$3,264.00	
5/1/2020	4/29/2021	\$3,360.00	
Data Transmission is an optional service (Invoiced on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
5/1/2018	4/29/2019	\$3,757.00	Data Transfer Set-Up Fee
5/1/2018	4/29/2019	\$624.00	Quarterly transmission
5/1/2019	4/29/2020	\$648.00	Quarterly transmission
5/1/2020	4/29/2021	\$668.00	Quarterly transmission

EXHIBIT D. HIPAA BUSINESS ASSOCIATE ADDENDUM

- I. NFP is considered a Business Associate of Agency, as NFP either: (A) performs certain functions on behalf of or for Agency that may involve the use or disclosure of protected individually identifiable health information by Agency to NFP, or the creation or receipt of PHI by NFP on behalf of Agency; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for Agency involving the disclosure of PHI.
- II. Agency and NFP mutually agree to incorporate the terms of this Exhibit into the Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Security and Privacy Rule"), as amended by HITECH. If any conflict exists between the terms of the Agreement and this Exhibit, the terms of this Exhibit shall govern.
- III. This Exhibit is specific to those services and programs included in the Agreement where it has been concluded that NFP is performing specific functions on behalf of Agency that have been determined to be covered under the HIPAA Security and Privacy Rule. NFP's activities within the Agreement may include, but are not limited to the following: (i) data analysis, processing or administration, (ii) quality assurance, (iii), billing, and (iv) other management or administrative functions where NFP may not otherwise be subject to the HIPAA Security and Privacy Rule, including also health services functions.
- IV. Definitions:
 - A. Protected Health Information (PHI) means any information, whether oral or recorded in any form or medium, including Electronic Health Records (EHR), that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information unless such information is de-identified according to the Security and Privacy Rule.
 - B. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rule as a personal representative of the Individual.
- V. Capitalized terms used in this Exhibit, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rule, as amended from time to time.
- VI. Prohibition on Unauthorized Use or Disclosure of PHI: NFP shall not use or disclose any PHI received from or on behalf of Agency except as permitted by the Security or Privacy Rule, or as required by law, or as otherwise authorized in writing by Agency.
- VII. Use and Disclosure of Protected Health Information: Except as described in Section IV, NFP may use or disclose PHI only for the following purpose(s):
 - A. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Agreement.
 - B. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.
 - C. As would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Agency or as required by applicable law, rule or regulation.

- D. For Data Aggregation purposes for the Health Care Operations of Agency.
 - E. For use in NFP's operations as described in the Agreement.
- VIII. Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request unless otherwise determined by guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary").
- IX. Use of PHI for Certain of NFP's Operations: NFP may use and/or disclose PHI it creates for, or receives from, Agency to the extent necessary for NFP's proper management and administration, or to carry out NFP's legal responsibilities, only if:
- A. The disclosure is required by law.
 - B. NFP obtains reasonable assurances, evidenced by written contract, from any person or organization to which NFP shall disclose such PHI that such person or organization shall:
 - 1. Hold such PHI in confidence and use or further disclose it only for the purpose for which NFP disclosed it to the person or organization, or as required by law; and
 - 2. Notify NFP, who shall in turn promptly notify Agency, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
- X. Safeguarding of PHI: NFP shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by Agency on behalf of, Agency. NFP shall document and keep these security measures current, consistent with HIPAA Security regulations. NFP shall cooperate and respond in good faith to any reasonable request from Agency to discuss and review NFP's safeguards.
- XI. Subcontractors and Agents: If NFP provides any PHI which was received from, or created for Agency, to a subcontractor or agent, then NFP shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on NFP by this Exhibit and by sections 164.502 and 164.504(e) of Title 45 of the Code of Federal Regulation, as amended from time to time. NFP shall keep Agency informed of the identities of all subcontractors having access to PHI created, received, maintained or transmitted on behalf of Agency.
- XII. Access to PHI: At the direction of Agency, NFP agrees to provide access to any PHI held by NFP which Agency has determined to be part of Agency's Designated Record Set, in the time and manner designated by Agency. This access will be provided to Agency or, as directed by Agency, to an Individual, in order to meet the requirements under the Security and Privacy Rule.
- XIII. Reporting of Unauthorized Disclosures or Misuse of PHI: NFP shall report to Agency any unauthorized acquisition, access, use or disclosure of PHI. NFP shall make the report to Agency within ten (10) business days after NFP learns of such use or disclosure. NFP's report shall identify: (i) each individual protected by this Exhibit whose PHI has been, or is reasonably believed by NFP to have been, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) what NFP has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (vi) what corrective action NFP has taken or shall take to prevent future similar unauthorized use or

disclosure. NFP shall provide such other information, including a written report, as reasonably requested by Agency.

XIV. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: NFP agrees to mitigate, to the extent practicable, any harmful effect that is known to NFP of a misuse or unauthorized disclosure of PHI by NFP in violation of the requirements of this Exhibit.

XV. Notification Requirements In the event of Unauthorized Disclosure or Misuse of PHI. In the event of a Breach, NFP agrees to take the following steps within 60 days:

- A. Provide written notice by first-class mail to the Individual or next of kin if the Individual is deceased, at the last known address of the Individual or next of kin, or if specified as a preference by the Individual, by electronic mail.
- B. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are 10 or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
- C. If the Breach involves the PHI of more than 500 Individual residents of the state, notify prominent media outlets.
- D. Include in notice to individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach, mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
- E. Comply with any other notice requirements of the Security and Privacy Rule, the ARRA of 2009 or guidance statements of the Secretary, as amended from time to time.

XVI. Log of Unauthorized Disclosure or Misuse of PHI: NFP shall maintain a log of any Breach covered by this Exhibit and shall annually submit such log to the Secretary of the U.S. Department of Health and Human Services as required by section 13400 of the ARRA of 2009 and to Agency. NFP shall provide immediate notice to the Secretary and Agency of any breach of the PHI of 500 or more Individuals.

XVII. Accounting to Agency and to Government Agencies: NFP shall make its internal practices, books, and records relating to the use and disclosure of PHI available to Agency, or at the request of Agency, to the Secretary or his/her designee, in a time and manner designated by Agency or the Secretary or his/her designee, for the purpose of determining NFP's compliance with the Security and Privacy Rule. NFP shall promptly notify Agency of communications with the Secretary regarding PHI provided by or created by Agency and shall provide Agency with copies of any information NFP has made available to the Secretary under this provision.

XVIII. Prohibition on Sale of Electronic Health Records or Protected Health Information: NFP shall not receive remuneration in exchange for any EHR or PHI of an Individual received from or on behalf of Agency.

XIX. Term and Termination: In addition to the rights of the parties established by the Agreement, if Agency reasonably determines in good faith that NFP has materially breached any of its obligations under this Addendum, Agency, in its sole discretion, shall have the right to:

- A. exercise any of its rights to reports, access and inspection under this Exhibit; and/or
- B. require NFP to submit to a plan of monitoring and reporting, as Agency may determine necessary to maintain compliance with this Exhibit, and/or
- C. provide NFP with a 30-day period to cure the breach; or

D. terminate the Agreement immediately.

XX. Before exercising any of these options, Agency shall provide written notice to NFP describing the violation and the action it intends to take.

XXI. Return or Destruction of PHI: The Parties agree that the return or destruction of PHI or Health Information is not feasible, due to data integrity and ongoing Program evaluation. Therefore, NFP shall extend the protections of this Exhibit to PHI and Health Information received from or created on behalf of Agency, and limit further uses and disclosures of such PHI, for so long as NFP maintains the PHI.

XXII. Miscellaneous:

- A. Automatic Amendment: Upon the effective date of any amendment to the regulations promulgated by the Secretary regarding PHI, this Exhibit shall automatically amend so that the obligations imposed on NFP remain in compliance with such regulations.
- B. Interpretation: Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Agency to comply with the Security and Privacy Rule.

XXIII. The Parties acknowledge that, while providing the services to Agency under the terms of the Agreement, NFP will be enabling the Prevention Research Center for Family and Child Health ("PRC"), an organization which is part of the University of Colorado at Denver and Health Sciences Center, to access data that may be PHI for the purposes of research, analysis, and reporting. NFP will ensure that PRC and its employees and NFP's agents, employees, subcontractors or others to whom it provides PHI received by or created by NFP on behalf of Agency agree to the same restrictions and conditions that apply to NFP with respect to such information. NFP also agrees to take all reasonable steps to ensure that its employees', agents', or subcontractors' actions or omissions do not cause NFP to breach the terms of this Exhibit. NFP will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement and Exhibit.

EXHIBIT E. AGENCY RESPONSIBILITIES

To ensure that the Nurse-Family Partnership Program is implemented with Fidelity to the Model, Agency will undertake the following actions during initial implementation and ongoing operation:

I. Agency shall:

- A. Identify, from its top tier leadership, a Program Administrator to support Program implementation within the community;
- B. Set up and maintain an appropriate work space for staff who are to implement the Program;
- C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
- D. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
- E. Establish, maintain, keep current and improve its network of referral sources who will refer low-income, first-time mothers to Agency;
- F. Enroll Clients that meet the criteria specified in the Model Elements.
- G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to Agency's Clients;
- H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Agency;
- I. Inform the community and build support for Agency, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
- J. Establish and maintain strong, stable, and sustainable funding for Agency operations and seek new funding streams to sustain and expand the Program.
- K. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.

II. Agency will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and attain Model Fidelity.

III. Agency will ensure that all Administrators, Program Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP in its reasonable discretion.

IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed Unit II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and implementation of the Program for mothers who are pregnant.

V. Agency will implement the Program in accordance with E- Guidelines including:

- A. Ensure enrollment of 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis. Agency NHVs must maintain caseloads equal or greater to 85% of the Agency's funded capacity in accordance with Agency's NFP implementation plan;
- B. Ensure that each full-time Nurse Home Visitor carries a caseload of at least 25 active families;
- C. Maintain the established visit schedule; and

D. Ensure that the essential Program content as described in the E-Guidelines is covered with Clients by Nurse Home Visitors.

VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of the NFP DCS and to communicate with NFP by email.

VII. Agency will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on Client visits and enter it into the NFP DCS completely and accurately within five (5) business days of visiting the Client, and (b) enter any other data for NFP DCS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain Client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, and business associate agreements, as necessary. Failure of Agency to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

VIII. Agency will ensure that Program Supervisors:

A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;

B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility; and

C. Run activity reports and quality improvement reports from the NFP DCS on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed to enhance the overall quality of program operations; and develop and implement action plans based on these assessments, team meetings and case conferences, in accordance with the Model Elements.

IX. Agency will ensure that Administrators:

A. Support the Team as appropriate;

B. Review annual outcome and fidelity measures to assess the status of implementation;

C. Review capacity and sustainability regularly;

D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator Orientation, and

E. Make best efforts to develop a robust, supportive, and active Community Advisory Board (CAB).

X. Agency will develop a Community Advisory Board (CAB) with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.

XI. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervision and mutually develop a plan to do so.