

Nurse-Family Partnership Implementation Agreement

This Agreement ("Agreement"), for the period January 1, 2021 through December 31, 2023, is by and between County of Orange, a political subdivision of State of California ("County") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP") (together, the "Parties"). This Agreement shall be administered by the County of Orange Health Care Agency.

RECITALS:

- A. Whereas, the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed on the basis of 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 County must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached and incorporated herein to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Whereas, County desires and intends to implement the Program to serve low-income, first-time mothers in County's geographic area and to represent itself to the public as participating in the Nurse-Family Partnership Program.
- E. Whereas, NFP desires and intends to operate in the best interests of mothers and children and to guide and support the Program implementation process in a manner that will help the County obtain Program Benefits for the mothers and children that County serves.
- F. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which County 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 are hereby acknowledged, 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. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to County, into which designated, NFP-approved County 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.
 - 2. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.

3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by the County.
 4. "Effective Date" means the date 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 a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
 7. "Location" means the work address of a Program Supervisor.
 8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by County who spends at least 20 (twenty) hours per week, or 0.5 FTE, whichever is greater, delivering the Program to Clients.
 9. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of County. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
 10. "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.
 11. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor.
 12. "Implementing County" or "IA" means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
 13. "NFP Community Website" means the website hosted by the national office of NFP at which County personnel may access resources related to the Program.
 14. "Nurse Consultant" means a registered nurse provided by the National Service Office ("NSO") of NFP, who has been trained by the NSO and is qualified to consult with County on matters related to the Program.
- 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 County, NFP, or its licensors, whether 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 collected 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 County 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 County.
- 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; RIGHTS.

- A. NFP grants to County a non-exclusive limited right and license to use the Proprietary Property for carrying out County's obligations under this Agreement in the geographic area within which County Nurse Home Visitors serve Clients. County 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 collected data, Research, and current modalities of Program delivery. NFP will provide County with reasonable notice of Program modifications. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by County. In any event, all software and NFP DCS content, excluding County's and other Implementing Agencies' data, shall remain the sole property of NFP.
- B. NFP will provide the support described in Exhibit B, Nurse-Family Partnership Support, attached and incorporated herein, to help County implement the Program.
- C. NFP shall submit invoices to County for services provided to County, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services, attached and incorporated herein.
- D. NFP may, from time to time, request that County collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. The decision to participate in such Research is, however, entirely up to County.
- E. NFP, independently or jointly with County, 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. NFP will not identify County in these materials without County's prior written authorization.
- G. NFP shall provide data and reporting services on behalf of Agency to MIHOPE in a manner that would not violate HIPAA if done by Agency.
- H. Exhibit D, HIPAA Business Associate Addendum (the "BAA") is hereby attached and incorporated into this Agreement.

III. COUNTY OBLIGATIONS.

- A. County will make best efforts to implement the Program with Fidelity to the Model and to undertake the steps described in Exhibit E, County Responsibilities, attached and incorporated herein, to do so.
- B. County shall notify NFP within seven (7) business days of learning of funding decisions that may materially affect County's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. County 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.
- D. County 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.
- E. County's Nurse Home Visitors, Program Supervisors, and Administrators shall complete all required NFP Education. Nurse Home Visitors and Program 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. County shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines™.
- F. When requested by NFP, County will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to County.
- G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, County 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 County's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- H. County will inform NFP of County 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 County, or jointly by County and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- I. County 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) County uses the reproductions solely for Program implementation, and (3) County does not sell or otherwise distribute the reproductions to any third party not involved in County'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 published materials 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 of Colorado 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. County may not authorize any other entity to reproduce the materials unless County receives prior written permission from NFP.
- J. NFP represents to County and County understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. County shall use the Proprietary Property solely for carrying out County's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property unless County receives prior express written permission of NFP. County may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement or pursuant to NFP's prior written permission. County may allow only trained, NFP-authorized users to access the NFP DCS. County shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.
- K. Maintenance, Protection of the Nurse-Family Partnership® Program. County shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any written County informational materials associated with the Program or into any website description of the Program, in compliance with all County policies. In all written materials designed to provide information to Clients or to potential Clients on the Program, County shall take all reasonable actions to use the Nurse-Family Partnership Marks and name, thereby making the County's home-visiting program for at-risk mothers readily identifiable to the public as being part of the Nurse-Family Partnership.

IV. FEES AND PAYMENT.

- A. Fees associated with NFP services in support of an Implementing County are as follows:
1. Education Services. NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and County Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and Administrator at County. Fees will be invoiced to County upon completion of each face-to-face education session. NFP reserves the right to substitute remote virtual education sessions in lieu of face-to-face education sessions, if that becomes necessary due to

public health concerns. NFP shall take into consideration County's request for the substitution of remote virtual education sessions in lieu of face-to-face education sessions based on public health concerns. NFP shall not unreasonably withhold its consent to such request for substitution.

- a) Nurse Home Visitor Education Fees. Required 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 Program Supervisor are required to attend NHV education as well as Program Supervisor education.
 - b) Program Supervisor Education Fees. For Program Supervisors, required education consists of Nurse Home Visitor education plus two face-to-face education units supported by distance education components and nurse consultation.
 - c) County Administrator Orientation Fees. Administrator orientation is a two-day face-to-face educational 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.
 - d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials:
 - (1) Nurse-Family Partnership Orientation and Education Materials.
 - (2) Set of Prenatal, Infancy and Toddler Guidelines (the Electronic Visit to Visit Guidelines™ or E-Guidelines™).
 - (3) A series of additional nursing practice and program management resources tied to implementation of the Program.
2. Implementation Support Services. These are annual fees, which are due on the Effective Date and each anniversary thereof and are based on the number of Program Supervisor positions (the greater of (1) the number of individuals with supervisory responsibility at the County or (2) the number of Program Supervisor FTEs that are required to be implementing the Program with Fidelity to the Model (at least one per eight Nurse Home Visitors). Fees are as follows:
- a) Program Support. This annual fee is billed per each Program Supervisor position per year and contributes 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 County'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, Program Supervisor, and Administrator education; resource library; conference calls; web forums; Nurse-Family Partnership community resources; and updating NFP E-Guidelines™, educational materials, and supporting materials.
 - (4) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).

- (5) Policy and Government Affairs, including advocacy and educational work at federal and state levels.
 - b) Nurse Consultation. The fee is per each 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 then charged for each additional Program Supervisor position at that same location. The fees contribute to covering costs associated with a NFP 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) Model implementation coaching and consultation with each Program Supervisor.
 - c) Program Supervisor Expansion or Replacement Fee. A one-time fixed fee is charged for extra support when a new Program Supervisor position is added, or a vacant position is filled.
- B. Fees are subject to change in accordance with Section IV. D. below. Fees are not to exceed an annual maximum obligation amount of \$300,000.
- C. All fees are based upon NFP's standard terms of invoicing and payment, as follows:
- 1. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 2. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due thirty (30) days after the Effective Date and each anniversary thereof or after receipt of invoice, whichever is later. No special reporting or documentation is provided with the invoice(s).
 - 3. Program Supervisor Expansion or Replacement Fees are invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s) except as required by Section III.C.
- D. NFP shall invoice County for services provided to County based upon the fee schedule set forth in Exhibits C and C-1, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C & C-1 during the term of this Agreement but not more often than annually. NFP will notify County at least one year prior to any such change becoming effective.
- E. Invoices will be sent to:

County of Orange Health Care Agency
Attention: Procurement and Contract Services
405 W. 5th Street, Suite 600
Santa Ana, CA 92701
(T) 714-843-5809
Email:

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

- F. County will send payments, identifying the NFP invoice, within 30 days pursuant to Section IV. C. to:

Nurse-Family Partnership
Attention: Finance Department
1900 Grant Street, Fourth Floor
Denver, CO 80203

V. TERM AND DEFAULT.

- A. Term of Agreement. This Agreement shall remain in full force and effect through December 31, 2023, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the Term, because it requires approximately three years for the 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 Term or an extension thereof, either County or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- C. County Termination for Lack of Funding; Convenience. If County terminates the Agreement for any reason other than for an uncured, NFP breach, then the following provisions shall apply:
1. County will stop enrolling Clients as of the date notice is given to NFP.
 2. County shall make best efforts to give all Clients enrolled at the time County gives NFP a notice of termination the opportunity to complete the Program at County or transfer them to another NFP Implementing County. If there are no NFP programs in the area, County shall make best efforts to transfer Clients to another program that can meet their needs, if such programs exist.
 3. If such programs exist, County shall demonstrate best efforts by communicating with at least three home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with the National Service Office ("NSO") no more than seven (7) business days after communication has occurred.
 4. When a new program to which Clients can be transferred has been identified, County will work directly with that program's administrator to provide for the optimal transfer of Clients.
 5. When Clients are discharged, County shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.

6. The County will provide the laid off employees with the appropriate NFP contact information for possible job placement in another jurisdiction.
- D. Default. A party shall be in default under this Agreement (i) if a party 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) upon 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 mutually or independently 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 the Agreement is terminated, County shall pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of the effective date 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) County will no longer have access to the NFP DCS;
 - b) County shall stop enrolling new Clients;
 - c) County shall work with the NFP Nurse Consultant to develop a transition plan, including, when applicable, a plan to provide continuity of care for current Clients in the manner prescribed in Section V. C;
 - d) NFP may retain a record of all data which has been collected by County while 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) County and NFP will 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 County's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed, except to the extent required to be maintained by County's retention policy;
 - g) All copies of Proprietary Property that have been provided to County by NFP or that have come into County's possession from other sources must be returned to NFP or destroyed, except to the extent required to be maintained by County's retention policy; and
 - h) County will cease to implement the Program and will cease to represent that it is participating in 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 County. 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 County, 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, provided, however, that this provision shall not relieve such Party of its obligation to use reasonable care in preventing and/or mitigating the effects of the force majeure event.

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. County 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. County shall not engage or utilize the services of any subcontractor to perform any of County's services hereunder without the prior written consent of NFP. If County engages a Subcontractor(s) to perform any of County's obligations hereunder, County shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on County by this Agreement.

IX. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall be requested in writing and not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who employs such employee shall use at least commercially reasonable efforts to cause the employee to give or withhold such consent or approval in accordance with this paragraph.
- 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 or certified mail, postage prepaid, return receipt requested, or when sent by electronic mail, receipt confirmed, to the receiving party at the following addresses:

For NFP:

Original to:
Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Chief Executive Officer
Telephone: 303-327-4274

With a copy to:
Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Chief Legal Officer
Telephone: 303-327-4271

Facsimile: 303-327-4260

Email:

Frank.Daidone@NurseFamilyPartnership.org

Facsimile: 303-327-4260

Email:

Elizabeth.Jasper@NurseFamilyPartnership.org

For County:

Original to:

County of Orange Health Care Agency

Attention: Procurement and Contract

Services

405 West 5th Street, Suite 600

Santa Ana, CA 92701-4637

Telephone: 714-834-5809

Facsimile: 714-834-4450

Email:

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.

- 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 at all times 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, but not including 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. 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 full extent permitted by law.
- L. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of California. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of California and the forum and convenience of the state and federal courts thereof.
- M. 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.
- N. 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 or electronic signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.
- O. 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, County shall request NFP's prior written consent before entering into any such agreements, including responses to solicitations for such agreements.
- P. Audits. NFP is a vendor providing services that support County's implementation of the Nurse-Family Partnership® program. County pays NFP for these services at an agreed-upon rate, on a fee for service basis. NFP grants County a right to audit, with reasonable notice, those records that are directly related to determining that fees paid by County to NFP have been invoiced accurately under the terms of this agreement. If this paragraph

conflicts with any other provisions in the Agreement, this paragraph will take precedence.

- Q. California Public Records Act. NFP and County agree and acknowledge that all information and documents related to this Agreement may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
- R. 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.

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: Frank Daidone
Signature

Frank Daidone,
President & CEO
(Printed Name & Title)

10/20/2020
Date: _____

For County:

Orange County Health Care Agency

By: _____
Signature

(Printed Name & Title)

Date: _____

DocuSigned by:
Brittany McLean
9713A4081D4343D...

Brittany McLean, Deputy County Counsel
10/20/2020

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 Home Visitor.
- Element 8. Nurse Home Visitors and Program Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.
- Element 9. Nurse Home Visitors and Program Supervisors participate in and complete education required by NFP NSO. In addition, a minimum of one current Administrator participates in and completes the Administrator Education required by NFP.
- Element 10. Nurse Home Visitors use professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP E-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 Program 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 Program Supervisor at all times.
- Element 14. Program 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 Program Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP Data Collection System (“DCS”) in a timely manner.
- Element 16. Nurse Home Visitors and Program 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. County 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. County 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 Program Supervisors to implement the Program with Fidelity to the Model.

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR COUNTY

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

- I. NFP provides support to help County prepare to implement the Program including:
 - A. Materials to help County:
 1. Select and set up County's work space;
 2. Establish 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 County;
 5. Facilitate enrollment of Clients;
 6. Establish a network of social services which can provide support to County's Clients;
 7. Work with media;
 8. Inform the community and build support for County, the Program, and Program Benefits;
 9. Establish strong, stable, and sustainable funding for County operations.
 - B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by County staff, how that data must be entered into NFP DCS, and how reports can be obtained. NFP may modify the NFP DCS users' manual from time to time and will provide County with updated versions on a timely basis.
 - C. Access to an Internet-based discussion forum with other entities that are implementing the Program.
 - D. A visit to County by a member of NFP staff to offer direct consultation on Program implementation.
- II. NFP provides ongoing support to County via telephone and email during Program implementation and operation, including:
 - A. Consultation with respect to topics such as, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
 - B. Model implementation 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 County of such modifications on a timely basis.
- IV. NFP provides education to 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 for proper Program delivery; and
 - E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at County.
- 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 County with updated versions on a timely basis.
- VI. NFP provides support for County's use of the NFP DCS, including:
- A. Monitoring the County's data collection and entry activity and quality and providing feedback to County 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 County'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 County and entities to which County may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
- A. County 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 County 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 County'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 County 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 County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening Fidelity to the Model, NFP staff will meet with County supervisors and staff and mutually develop a Collaborative Success Plan ("CSP"). From time to time, NFP may engage either internal or external auditors to evaluate the performance of the County. County will reasonably cooperate fully with any quality audit that is undertaken by or on behalf of NFP.
- X. Collaborative Success Plan ("CSP"). The NFP Program is a model where collaboration and change occur within the context of a relationship with shared goals. The CSP was developed to facilitate shared agreements and planning between NFP and Implementing Agencies throughout the life span of Program implementation and is updated at least annually. The CSP operates as follows:

- A. The goal of the CSP is to support alignment with the Model Elements (Fidelity to the Model) in the areas of program growth, operational efficiency, outcomes, and sustainability. Like the nursing process, the CSP provides opportunities to support Program implementation throughout the life cycle of an Implementing County. The CSP is periodically assessed and updated as circumstances require to identify opportunities for growth. The CSP provides a framework for action to support those opportunities. The County and NFP Nurse Consultants will collaborate to create a CSP with action items that include both NFP responsibilities and County responsibilities.
- B. A CSP serves as a tool for both the County and NFP to monitor progress towards mutually-agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the County to serve families in the community effectively. Both Parties will have access to the document which will include mutually agreed upon goals, contributing factors, and action items for both NFP and the County. Progress on goals will be assessed regularly during consultation calls.
- C. After a CSP is finalized, the NFP will provide County with full-time access to it. The CSP includes documentation of shared goals and progress on action items. CSPs are reviewed quarterly at a minimum, and more often as needed.

Exhibit C.**2021 Fees for Nurse-Family Partnership Services**

NFP FEES FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:

Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$5,100.00	Per NHV or Program Supervisor Attendee
NFP Program Supervisor Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$922.00	Per Program Supervisor Attendee
Program Supervisor Unit 2 Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$800.00	Per Program Supervisor Attendee
NFP Agency Administrator Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$603.00	Per Administrator Attendee
Administrator Optional Session Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$282.00	Per Administrator Attendee
NHV Educational Materials Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$648.00	Per NHV or Program Supervisor Attendee
Annual Program Support Fee (Invoiced Annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$8,838.00	Per Program Supervisor Position per Year
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
1/1/2021	12/31/2021	\$10,596.00	Per Program Supervisor Position per Year
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
1/1/2021	12/31/2021	\$6,792.00	Per Additional Program Supervisor Position per Year
Program Supervisor Expansion or Replacement Fee (Invoiced at the time of hire)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2021	12/31/2021	\$3,462.00	One time per Expansion or Replacement Program Supervisor

EXHIBIT C-1.**2022-2023 FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES**

NFP FEES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:

Section 1: Education, Expansion, and Replacement Fees			
Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$5,254.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$5,412.00	
Program Supervisor Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$950.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$979.00	
Program Supervisor Unit 2 Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$825.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$850.00	
Administrator Standard Education Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$621.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$640.00	
Administrator Optional Session Education Fee (Invoiced upon completion of face-to-face, Zoom class, WebEx session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$290.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$299.00	
NHV Educational Materials Fee (Invoiced upon completion of the face-to-face, Zoom class, WebEx session of NHV education session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$667.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$687.00	
Program Supervisor Replacement Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$3,462.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
1/1/2023	12/31/2023	\$3,566.00	
Team Addition Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$19,781.00	One time per Expansion per Occurrence (Price is set on contract anniversary date)
1/1/2023	12/31/2023	\$20,374.00	
Regional Expansion Fee (Invoiced at the time of hire)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$24,726.00	One time per Expansion per Occurrence (Price is set on contract anniversary date)
1/1/2023	12/31/2023	\$25,468.00	

(CONTINUED ON NEXT PAGE)

Section 2: Annual Fees				
NFP Network Partner Annual Program Support Fee (For the First Team at a Location) (Invoiced annually on the Price Effective Date)				
Price Effective Date	End Date	Unit Price	Unit of Measure	
Two NHV Team	1/1/2022	12/31/2022	\$20,304.00	Annual per first team per year (The fee total is based on the number of Nurse Home Visitors per team) (Price is set on contract anniversary date)
Two NHV Team	1/1/2023	12/31/2023	\$20,568.00	
Three NHV Team	1/1/2022	12/31/2022	\$21,024.00	
Three NHV Team	1/1/2023	12/31/2023	\$21,420.00	
Four NHV Team	1/1/2022	12/31/2022	\$21,744.00	
Four NHV Team	1/1/2023	12/31/2023	\$22,260.00	
Five NHV Team	1/1/2022	12/31/2022	\$22,464.00	
Five NHV Team	1/1/2023	12/31/2023	\$23,112.00	
Six NHV Team	1/1/2022	12/31/2022	\$23,184.00	
Six NHV Team	1/1/2023	12/31/2023	\$23,964.00	
Seven NHV Team	1/1/2022	12/31/2022	\$23,904.00	
Seven NHV Team	1/1/2023	12/31/2023	\$24,816.00	
Eight NHV Team	1/1/2022	12/31/2022	\$24,624.00	
Eight NHV Team	1/1/2023	12/31/2023	\$25,668.00	

NFP Network Partner Annual Program Support Fee (For the Second and Subsequent Teams at a Location) (Invoiced annually on the Price Effective Date)				
Price Effective Date	End Date	Unit Price	Unit of Measure	
Two NHV Team	1/1/2022	12/31/2022	\$18,456.00	Annual per second or subsequent team per year (The fee total is based on the number of Nurse Home Visitors per team) (Price is set on contract anniversary date)
Two NHV Team	1/1/2023	12/31/2023	\$18,720.00	
Three NHV Team	1/1/2022	12/31/2022	\$19,176.00	
Three NHV Team	1/1/2023	12/31/2023	\$19,572.00	
Four NHV Team	1/1/2022	12/31/2022	\$19,896.00	
Four NHV Team	1/1/2023	12/31/2023	\$20,424.00	
Five NHV Team	1/1/2022	12/31/2022	\$20,616.00	
Five NHV Team	1/1/2023	12/31/2023	\$21,264.00	
Six NHV Team	1/1/2022	12/31/2022	\$21,336.00	
Six NHV Team	1/1/2023	12/31/2023	\$22,116.00	
Seven NHV Team	1/1/2022	12/31/2022	\$22,056.00	
Seven NHV Team	1/1/2023	12/31/2023	\$22,968.00	
Eight NHV Team	1/1/2022	12/31/2022	\$22,776.00	
Eight NHV Team	1/1/2023	12/31/2023	\$23,820.00	

EXHIBIT D. BUSINESS ASSOCIATE CONTRACT**A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures

to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2) The unauthorized person who used the PHI or to whom the disclosure was made;

3) Whether the PHI was actually acquired or viewed; and

4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or

CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to

COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a. above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the County Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60)

day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

- 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph E.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing

the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

- 1) The Disclosure is required by law; or
- 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

G. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner

that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.

EXHIBIT E. COUNTY RESPONSIBILITIES

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

- I. County shall:
 - A. Identify, from its top tier leadership, an 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. Make good faith effort to reasonably establish, maintain, keep current, and improve its network of referral sources who will refer low-income, first-time mothers to County;
 - F. Enroll Clients that meet the criteria specified in the Model Elements;
 - G. Make good faith effort to reasonably establish, maintain, keep current and improve its network of social services and community resources that can provide support to County's Clients;
 - H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by County (the decision to work with media and to what extent is entirely up to County);
 - I. Inform the community and build support for County, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
 - J. Make good faith effort to reasonably establish and maintain strong, stable, and sustainable funding for County 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 (the decision to utilize this discussion forum and to what extent is entirely up to County).
- II. County will keep NFP reasonably informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.
- III. County 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. County 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. County will implement the Program in accordance with the E-Guidelines™ including:
 - A. Make best efforts to 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;

- B. Make best efforts to ensure that each full-time Nurse Home Visitor carries a caseload of at least 25 active families; and
 - C. Ensure that the essential Program content as described in the E-Guidelines™ is addressed with Clients by Nurse Home Visitors.
- VI. County will ensure the availability of appropriate, fully functioning computer systems and software at County for use of the NFP DCS and to communicate with NFP by email.
- VII. County 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 County to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- VIII. County 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. County will ensure that Administrators:
 - A. Support the Team as appropriate;
 - B. Review annual outcome and fidelity measures to assess the status of Program implementation;
 - C. Review capacity and sustainability regularly;
 - D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to the NSO for additional training;
 - E. Make best efforts to support the Community Advisory Board ("CAB"), and
 - F. Maintain an ongoing commitment to the professional development and education of Nurse Home Visitors and provide opportunities for additional training, when applicable.
- X. County will develop a Community Advisory Board 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 County's implementation of the Program.

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