

NONDISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“NDA”), executed on the date set forth below, is between the County of Monterey (“County”) and Nurse-Family Partnership, a Colorado corporation, located at 1900 Grant Street, Suite 400, Denver, Colorado (“NFP”). County and NFP are sometimes referred to in this NDA as a “Party” or, collectively, as the “Parties.”

The Parties are exploring a potential agreement between the Parties (“Potential Agreement”). NFP wishes to provide certain Confidential Information, as defined below, to County for the sole purpose of exploring a Potential Agreement. NFP represents that NFP’s Confidential Information is highly confidential and proprietary to, and constitutes trade secrets of, NFP.

NFP is willing to disclose certain Confidential Information to County only if County agrees to make no use or disclosure thereof except as provided herein.

Now, therefore, County and NFP agree as follows:


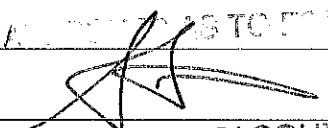
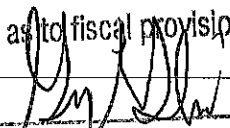
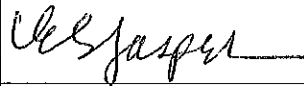
1. “Confidential Information” means all material appropriately marked or identified in writing as proprietary and furnished by NFP to County during the Parties’ exploration of a Potential Agreement.
2. “Excluded Information.” Notwithstanding any provision of this NDA, Confidential Information shall not include information that: (i) is or becomes generally available to the public without breach of confidentiality obligations by County; and (ii) is lawfully received by County on a non-confidential basis from a third party without breach by such third party of any legal, contractual, or fiduciary obligation to NFP.
3. All such Confidential Information shall remain the property of NFP.
4. The disclosure of Confidential Information by NFP to County is in strictest confidence and thus County shall:
 - a. Protect and preserve the confidential nature of the Confidential Information, including taking reasonable physical, technological, and administrative security measures;
 - b. Not disclose the Confidential Information to any party, or person, not a party to this NDA, without prior written consent of NFP, subject to the California Public Records Act (“CPRA”);
 - c. Exercise at least the same degree of care to maintain the Confidential Information as the County exercises in maintaining as secret and confidential its own confidential information, but always at least a reasonable degree of care;
 - d. Use the Confidential Information only for the above-stated purpose; and

- e. Within fifteen (15) days following the request of NFP, return to NFP all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information, or confirm to NFP, in writing, the destruction of such materials.
5. County is a public agency subject to the disclosure requirements of the CPRA. If County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Confidential Information described in this NDA, County will notify NFP of the request and confer with NFP regarding an appropriate response to said request. If NFP contends that any documents are NFP's Confidential Information, not subject to the CPRA, and/or exempt from the CPRA, and NFP wishes to prevent disclosure of said documents, NFP shall instruct County to withhold said documents. If NFP fails to respond to County in writing prior to County's deadline for responding to the CPRA request, County may disclose the requested information under the CPRA without liability to NFP. NFP shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at NFP's instruction.
6. For purposes of this NDA, the following are designated as the Parties' respective contacts and principal agents. Each Party reserves the right to designate a different contact/agent upon giving written notice to the other Party:

NFP	COUNTY
Elizabeth S. Jasper, Gen Counsel	
Contact Name / Title	Contact Name / Title
1900 Grant St. Suite 400	
Address Denver, CO 80112	Address
Telephone (303) 327-4271	Telephone
Fax	Fax
e-mail elizabeth.jasper@nureefamilypartnership.org	e-mail

7. This NDA is binding upon NFP and County, and upon the directors, officers, employees and agents of each. This NDA is effective as of the later date of execution and will continue indefinitely, unless terminated upon thirty (30) days written notice by either Party. However, County's obligations of confidentiality and restrictions on use of the

Confidential Information disclosed by NFP and NFP's obligation of indemnification shall survive termination of this NDA.

COUNTY OF MONTEREY		NFP	
By:			
	Contracts/Purchasing Manager		Nurse-Family Partnership, a Colorado corporation
Date:			Company's Business Name*
By:			
	Department Head (if applicable)	By:	
Date:			(Signature of Chair, President, or Vice-President)*
		Name:	Frank Daidone
		Title:	CEO
		Date:	October 17, 2017
	 DEPARTMENTAL COUNCIL COUNTY OF MONTEREY		
	Reviewed as to fiscal provisions  Auditor-Controller County of Monterey	By:	
			(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)*
		Name:	Elizabeth Slater Jasper
	11-6-17	Title:	Corporate Secretary
		Date:	October 17, 2017

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***INSTRUCTIONS:** If Company is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Company is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Company is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.