

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period June 1, 2018 through May 31, 2021, is by and between County of Monterey ("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 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 Agency must be based upon key parameters identified through Research and refined based upon the Program's experience since 1997 (the "Model Elements"), 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 July 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 June 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.

Furthermore, NFP acknowledges that Agency is bound by law to have written agreements with its business partners who may have access to patient information. Health services provided and administered by the Agency (County of Monterey) are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.;

Lanterman-Petris-Short Act [Welfare and MPUSDs Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Education Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq. Accordingly, NFP represents that NFP is in compliance with the HIPAA and all relevant federal statutes, rules, regulations, and applicable interpretive rulings promulgated under HIPAA, or will become compliant to regulations and requirements effective at future dates according to the applicable timetables. NFP shall execute Exhibit D, HIPAA Business Associate Addendum, which 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 result in immediate and automatic 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 shall make best efforts to implement the Program with Fidelity to the Model and shall undertake the steps described in Exhibit E, Agency Responsibilities, in order to do so.
- B. Agency shall 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. When requested by NFP, Agency shall make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model.
- F. 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.

- G. 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.
- H. 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, except as required by law, including pursuant to a subpoena and pursuant to the California and Public Records Act, ("CPRA") the reproductions to any third party not involved in Agency's implementation of the Program.
1. The published materials are materials containing the copyrights listed and the E-guidelines 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.
- I. 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 unless required by law 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.

- J. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Agency must use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and program. NFP and Agency 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 is located. Agency shall take all actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Agency material associated with the Program. In all marketing materials related to the Program, Agency 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.
- K. The Agency (County of Monterey) is a public agency subject to the disclosure requirements of the CPRA. This Agreement and any amendment to this Agreement are public records subject to disclosure pursuant to the CPRA. If the Agency receives a CPRA request for public records (as defined by the CPRA) regarding the services provided pursuant to this Agreement, other than this Agreement or amendments to the Agreement, Agency will notify NFP of the request and confer with NFP regarding an appropriate response to said request. If NFP reasonably concludes that any records are NFP's Proprietary Property, not subject to the CPRA, and/or exempt from the CPRA, and NFP wishes to prevent disclosure of said records, NFP shall inform Agency of the legal basis for its conclusion, and may instruct Agency to withhold said records. If NFP fails to respond to Agency in writing prior to Agency's deadline for responding to the CPRA request, Agency may disclose the requested information under the CPRA without liability to Agency. NFP shall defend, indemnify and hold Agency 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.

IV. FEES AND PAYMENT

- A. The total amount to be paid by Agency under this Agreement shall not exceed \$150,000.
- B. Fees associated with NFP services in support of an implementing agency are as follows:
1. Start-Up Services: Fee is due 60 days after the "effective Date." This fee 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 in 60 days 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 60 days after the "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.

- c) Program Supervisor Expansion or Replacement Fee. A one-time fee is charged for extra support when a new Program Supervisor Position is added or a vacant position is filled.

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

D. 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 Price Effective Date. 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).

E. NFP shall invoice Agency for services provided to Agency based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. NFP reserves the right to change 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.

F. Invoices will be sent to:

Agency: Monterey County Health Department

Attention: Carol Corpus
Assistant Bureau Chief Public Health Bureau
1270 Natividad Rd
Salinas, CA 93906
Telephone: 831-755-8972
Email: Corpusc@co.monterey.ca.us

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

G. Agency will send payments, identifying the NFP invoice, within 60 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 May 31, 2021 (the "Initial Term") unless it is terminated by 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 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.
- C. **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.
- D. **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 of the Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.
- E. **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 and all. Payment shall be due within thirty 60 days of receipt by the County Auditor.
 2. If this Agreement is terminated through the dispute resolution process, the rights and **Controller of NFP's invoice certified by the County**, either in the requested amount or in such other amount as the County approves in conformity with this agreement. .
 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. NFP shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents, employees, from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by NFP and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. NFP shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which NFP is obligated to indemnify, defend and hold harmless the County under this Agreement.

VIII. INSURANCE. NFP shall at all times during the term of the Agreement with the County of Monterey maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit E, and will comply with all those requirements as stated therein. The County of Monterey and all parties as set forth on Exhibit E shall be considered an additional insured or loss payee if applicable. All of NFP's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County of Monterey, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. NFP's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. NFP's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County of Monterey before the County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

IX. 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.

X. MISCELLANEOUS PROVISIONS.

- A. NFP and Agency previously entered into a certain Nondisclosure Agreement effective January 4, 2018 (the "Prior Agreement"). NFP and Agency wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this Agreement. Therefore, as of the Effective Date of this Agreement, NFP and Agency agree that the Prior Agreement is unconditionally terminated in its entirety and shall have no further force and effect.
- 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: Chief Executive Officer
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: General Counsel
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email:
Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:

Original to: Ed Moreno, MD

With a copy to:

Agency: Monterey County Health
Department

Agency:

Address: 1270 Natividad Rd.
Salinas, CA 93906

Address:

Telephone: 831-755-4500
Email: morenoEL@co.monterey.ca.us

Telephone:
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 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 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. 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.
- J. 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.
- 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 fullest extent permitted by law.

- L. Applicable Law. 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. 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.

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: APR 09 2018

For Agency:

By: _____
Signature

Elsa Jimenez, Director of Health
Printed Name & Title

Date: _____

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey 5/10/18

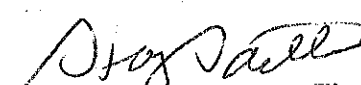

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

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 NFP 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 that 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
6/1/2018	5/31/2019	\$4,668.00	One time per NHV or Supervisor
6/1/2019	5/31/2020	\$4,808.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$843.00	One time per Supervisor
6/1/2019	5/31/2020	\$868.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$551.00	One time per Administrator
6/1/2019	5/31/2020	\$568.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$593.00	One time per NHV Trainee
6/1/2019	5/31/2020	\$611.00	
6/1/2020	5/31/2021	\$629.00	
Annual Program Support Fee (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2018	5/31/2019	\$8,088.00	Per Program Supervisor Position per Year
6/1/2019	5/31/2020	\$8,328.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$9,696.00	Per Program Supervisor Position per Year
6/1/2019	5/31/2020	\$9,984.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$5,820.00	Per Program Supervisor Position per Year
6/1/2019	5/31/2020	\$6,402.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$3,174.00	One time per Expansion or Replacement Program Supervisor per Occurrence
6/1/2019	5/31/2020	\$3,264.00	
6/1/2020	5/31/2021	\$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
6/1/2018	5/31/2019	\$3,757.00	Data Transfer Set-Up Fee
6/1/2018	5/31/2019	\$624.00	Quarterly transmission
6/1/2019	5/31/2020	\$648.00	Quarterly transmission
6/1/2020	5/31/2021	\$668.00	Quarterly transmission

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective June 1, 2018 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Nurse Family Partnership ("NFP") ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("E PHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within five (5) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within ten (10) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(f) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Nurse Family Partnership - NFP	
1900 Grant Street, Suite 400, Denver, CO 80203	
Attn:	Elizabeth Slater Jasper
Tel:	303-327-4240
Fax:	303-327-4260

If to Covered Entity, to:

Monterey County Health Department	
1270 Natividad Road, Salinas, CA 93906	
Attn:	Elsa Jimenez, Director of Health
Tel:	831-755-4526
Fax:	831-755-4797

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

[BUSINESS ASSOCIATE]

Nurse Family Partnership - NFP

By: _____

Print Name: Elsa Jimenez

Print Title: Director of Health

Date: _____

By:  _____

Print Name: Frank Daidone

Print Title: President and CEO

Date: MAY 18 2018

Exhibit E. EVIDENCE OF INSURANCE COVERAGE

Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements: Without limiting CONTRACTOR 's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers ' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

EXHIBIT F. 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 in order 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, active CAB.

X. Agency 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 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.