AGENDA ITEM NO.
C22

COUNTY OF HUMBOLDT

For the meeting of: June 26, 2018

Date: May 23, 2018

To: Board of Supervisors

From: Connie Beck, Director LW for MS
Department of Health and Human Services, Public Health

Subject: Agreement with Nurse-Family Partnership® for the period of July 1, 2018 to June 30, 2021

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement between Department of Health and Human Services (DHHS) – Public Health and Nurse-Family Partnership (NFP) for the period of July 1, 2018 to June 30, 2021.
2. Authorize the Chair to sign three (3) originals of the agreements.
3. Authorize the Public Health Director to sign future amendments to this agreement thereto after review by County Counsel and Risk Manager.
4. Direct the Clerk of the Board to return two (2) signed agreements to DHHS- Contract Unit to forward to DHHS- Public Health.

SOURCE OF FUNDING:
Public Health Fund

DISCUSSION:
DHHS- Public Health formed an agreement with the national NFP program in July 2009 to implement NFP in Humboldt County. The NFP model- a nurse home visitation program for first-time, low-income moms

Prepared by Shannon Falk-Carlsen, AA CAO Approval

REVIEW:
Auditor CW County Counsel JW Human Resources KKa Other

TYPE OF ITEM:
X Consent
_____ Departmental
_____ Public Hearing
_____ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Bass Seconded by Supervisor Fennell

Ayes Bass, Fennell, Sundberg, Bohn
Nays
Abstain
Absent Wilson

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/26/18
By:
Kathy Hayes, Clerk of the Board

and their children- was developed over several decades. The NFP National Service Office, a national non-profit organization, was established in 2003 to facilitate quality replication of the NFP program across the country and to provide implementing agencies with ongoing support in nursing education and practice, program quality assurance, marketing, public policy and ongoing research.

The agreement before your Board today will allow DHHS- Public Health to continue providing NFP Services in Humboldt County and, in addition, will continue to support the mission of the California Home Visiting Program (CHVP) by sustaining NFP services in Del Norte County. Your Board approved the CHVP Expansion of NFP in March 2012.

NFP is an evidence-based home visiting program in which first-time, low-income mothers voluntarily enroll for home visitation by a Public Health Nurse. NFP has been shown to have positive impacts on child and maternal health, rates of child abuse and neglect, long-term impacts on birth rates, rates of incarceration, educational successes, maternal employment and parental capacity.

FINANCIAL IMPACT:
Approval of the agreement with NFP will allow the DHHS- Public Health the NFP program and CHVP to continue to provide NFP Services in fiscal year (FY) 2018-19 through FY 2020-21. The agreement includes specific program fees with three percent annual increases. The annual cost of $31,692 for FY 2018-19 was anticipated and included in the County Budget for Fund 1175, Budget Unit 426- Nurse Family Partnership and Budget Unit 421- MCH Cal Home Visiting Program. This annual amount consists of two (2) Program Support Fees, one (1) Nurse Consultation Fee and one (1) Nurse Consultation Fee for Each Additional Supervisor Fee. The amounts for FY 2019-20 and FY 2020-21 will be included in the county budgeting process. There is no impact to the county General Fund.

This agreement supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:
Nurse Family Partnership

ALTERNATIVES TO STAFF RECOMMENDATIONS:
Your Board could choose not to approve the agreement. However, this is not recommended as it would limit the ability of Public Health to provide NFP services in Humboldt County.

ATTACHMENTS:
Three (3) original Nurse Family Partnership Agreements

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period July 1, 2018, through June 30, 2021, is by and between County of Humboldt, a Political Subdivision of the State of California ("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 and Subcontractor(s) must be based upon key parameters ("Model Elements") identified through Research and refined based upon the Program's experience since 1997 and attached to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.

D. Whereas Agency desires and intends to implement the Program to serve low-income, first-time mothers in Agency's geographic area, and to represent itself to the public and be known to the public as being affiliated with the Nurse-Family Partnership Program.

E. Whereas, NFP desires and intends to guide and support the Program implementation process to help Agency obtain Program Benefits for the mothers and children that Agency and Subcontractor(s) serve.

F. Whereas, Agency desires and intends to implement the Program through one or more approved Subcontractor(s) ("Subcontractor(s)"), which are listed in Exhibit B, Approved Implementation Subcontractor(s).

G. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Agency and Subcontractor(s) 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. "Subcontractor(s)" means an entity which implements the Program under the direction of the Agency and under the terms of a contract between Agency and such entity.
2. "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.
3. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.
4. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.
5. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
6. "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.
7. "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.
8. "Location" means the work address of a Program Supervisor.
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 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 or Subcontractors.

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 and Subcontractor(s) 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 or Subcontractor(s) 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 will 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 or Subcontractor(s). In any event, all software and NFP DCS Website content, excluding Agency's, Subcontractor(s)', and other agencies' data, shall remain the sole property of NFP.

B. NFP will provide support to help Agency and Subcontractor(s) implement the Program as described in Exhibit C, Nurse-Family Partnership Support for an Agency.

C. NFP shall submit invoices to Agency for services provided to Agency and/or to Subcontractor(s), listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit D, Fees for Nurse-Family Partnership Services.

D. NFP may, from time to time, request that Agency and/or one or more Subcontractor(s) 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 as to whether to participate in such Research is, however, entirely up to Agency and/or Subcontractor(s). NFP may provide the public with information about Agency's and/or Subcontractor(s') NFP-related Research, publications, and presentations.

E. NFP, independently or jointly with Agency and/or Subcontractor(s), may publish or present NFP-related information or Program results in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.

F. NFP understands that pursuant to this Agreement, NFP and its employees may have access to Clients' Protected Health Information ("PHI") and Agency's business information. NFP acknowledges that this information has a high level of confidentiality, and NFP and its employees agree to keep all information made available to its employees confidential and not to disclose this information. NFP shall instruct its employees/staff/affiliates to follow Agency's policies regarding patient and business confidentiality. Further, NFP acknowledges that Agency is bound by law to have written agreements with its business partners, including Subcontractor(s), who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated

thereunder. Accordingly, NFP represents that NFP is NFP compliant with 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. Exhibit E, HIPAA Business Associate Addendum, is hereby incorporated in this Agreement. Failure by NFP to comply with this provision and the provisions of Exhibit E, HIPAA Business Associate Addendum, shall, upon demand by the Agency, 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 to the California Home Visiting Program in a manner that would not violate HIPAA if done by Agency.

III. AGENCY OBLIGATIONS

A. Agency will provide an electronic (scanned pdf) or paper copy of its agreement with each Subcontractor(s), and any amendments thereto, within thirty (30) days of the full execution of each such agreement or amendment.

B. Agency will make best efforts and will direct Subcontractor(s) to make best efforts to implement the Program with Fidelity to the Model and shall undertake the steps described in Exhibit F, Agency Responsibilities, to do so.

C. Agency will take all appropriate steps and will direct Subcontractor(s) to 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. Agency and Subcontractor(s) assume 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. Agency will ensure and will direct Subcontractor(s) to ensure that nurses whom it employs to implement the Program are able to provide care to clients in a manner consistent with the NFP E-Guidelines.

F. 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.

G. When requested by NFP, Agency and/or Subcontractor(s) shall 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 Agency and/or Subcontractor(s).

H. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Agency and each of its Subcontractor(s) 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 or Subcontractor(s') request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.

I. Agency and/or Subcontractor(s) shall inform NFP of Agency and/or Subcontractor(s) 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, Subcontractor(s)s, or jointly by any combination of Agency, Subcontractor(s)s, and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.

J. Agency and Subcontractor(s) are 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 and Subcontractor(s) use the reproductions solely for Program implementation, and (3) Agency and/or Subcontractor(s)s do not sell or otherwise distribute the reproductions to any third party not involved in Agency's and Subcontractor(s') implementation of the Program.

1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines.

2. The handouts bear notices indicating copyright by any of the following:
   a) University of Colorado
   b) University of Colorado Health Sciences Center
   c) University of Colorado at Denver and Health Sciences Center
   d) Nurse-Family Partnership

3. NFP has the right to grant permission to reproduce materials specified above and that bear the University copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.

4. The corresponding Spanish-language versions of these materials are also covered by this authorization.

5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.

K. Agency understands and agrees that all Proprietary Property is owned exclusively by NFP and its licensors, including all intellectual property rights therein. Agency shall use the Proprietary Property solely for carrying out Agency's obligations under this Agreement and shall not modify any Proprietary Property without the prior express written permission of NFP. Agency shall protect all Proprietary Property that belongs to NFP or its licensors. Agency shall not duplicate and shall prohibit distribution of or access to Visit-to-Visit Guidelines and the NFP DCS to any individual or organization not party to the implementation, administration, and operation of the Program, except as authorized by this Agreement. Agency shall not change or alter the NFP DCS software, and shall allow only trained, NFP-authorized users to access the NFP DCS Website. If a

person leaves Agency's employ, Agency shall retrieve all Proprietary Property that the person may have in his or her possession.

L. Agency acknowledges that NFP DCS and its associated reports are an integral and essential component of Model Fidelity and that NFP must have access to program data in to effectively guide program implementation, inform clinical supervision, enhance program quality, and evaluate program fidelity. Therefore:

1. Agency shall ensure all program data are uploaded into NFP's data warehouse via Persimmony International, Inc.'s ("Persimmony") software at least once per week.

    a) If data are not uploaded properly to NFP's data warehouse, for whatever reason, Agency shall have sixty (60) days to remedy the problem to NFP's satisfaction;
    b) If Agency does not remedy the problem to NFP's satisfaction, Agency must begin using NFP DCS no later thirty (30) days after receiving notice of dissatisfaction from NFP, and must enter all historical data that may have lapsed during this period.

2. Agency acknowledges and agrees that Persimmony, not NFP, is responsible for technical support of Agency's use of Persimmony; and

3. Agency acknowledges and agrees that any discrepancies between Persimmony reports and NFP DCS reports must be supported and resolved by Persimmony, since Persimmony would be the source system.

IV. FEES AND PAYMENT

A. Fees associated with NFP services in support of an implementing agency are as follows:

1. Initial Education Services. NFP provides initial Nurse-Family Partnership education for nurse home visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual nurse home visitor, nurse supervisor, and administrator at an agency. Fees are due upon completion of the face-to-face session.

    a) Nurse Home Visitor Initial Education Tuition. 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.

    b) Supervisor Initial Education Tuition. For Program Supervisors, education consists of Nurse Home Visitor Initial Education plus two face-to-face education units supported by distance education components and nurse consultation.

    c) Agency Administrator Orientation Tuition. 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.

d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following material:

(1) Nurse-Family Partnership Orientation Materials
(2) Set of Prenatal, Infancy and Toddler Guidelines
(3) A series of additional nursing practice and program management resources tied to implementation of Nurse-Family Partnership.

2. Implementation Support Services. Fees 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 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 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 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 fixed fee is charged for extra support when a new Program Supervisor Position is added or a vacant position is filled.

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

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

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

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

E. Invoices will be sent to:

Agency: Humboldt County DHHS- Public Health
Attention: Olivia Wilder, Budget Specialist
507 F Street
Eureka Ca, 95501

Telephone: 707-441-5435
Email: owilder@co.humboldt.ca.us

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

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

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

V. TERM AND DEFAULT

A. Term of Agreement. This Agreement shall remain in full force and effect through June 30, 2021 (the "Initial Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.

B. Term Extension. Upon July 1, 2021, and each anniversary of that date, this Agreement shall automatically extend for an additional year unless either party has provided not less than sixty (60) days' notice to the other of its intention to terminate the Agreement on the upcoming anniversary date.

C. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the Initial Term, because it requires

approximately three years for the initial group of Clients to complete the Program. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the Initial Term or an extension thereof, either Agency or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.

D. Default. A party shall be in default under this Agreement if a party (i) breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) the bankruptcy of a party.

E. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both 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.

F. Effect of Termination.

1. If this Agreement is terminated by notice of one party to the other, Agency will pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:

    a) Agency will 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 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 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 will cease to implement the Program and will cease to represent that it is implementing the Program.

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

implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VII. LIABILITY.

A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law.

B. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party.

VIII. INDEMNIFICATION. Agency shall defend, and hold harmless the NFP, its officers, officials, employees and volunteers, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by Agency, and NFP shall defend, indemnity and hold harmless Agency, its officers, officials, employees and volunteers for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by NFP.

IX. INSURANCE.

A. General Insurance Requirements. Without limiting NFP's indemnification obligations provided for herein, NFP shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of NFP, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. NFP will not drive an automobile in the performance of services for Agency. If that changes, NFP will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against Agency, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence

(Four Million Dollars ($4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which NFP may be exposed to liability. NFP shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that Agency, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of NFP. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a) Includes contractual liability.

   b) Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

   c) Is the primary insurance with regard to Agency.

   d) Does not contain a pro-rata, excess only and/or escape clause.

   e) Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to Agency in accordance with the notice provisions set forth herein. It is further understood that NFP shall not terminate such coverage until Agency receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, NFP's insurance is the primary coverage to Agency, and any insurance or self-insurance programs maintained thereby are excess to NFP's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to Agency, its agents, officers, officials, employees and volunteers.

6. NFP shall furnish Agency with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, Agency. If NFP does not keep all required policies in full force and effect, Agency may, in addition to other remedies under this Agreement, take out the necessary insurance, and NFP agrees to pay the cost thereof. Agency is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to NFP under this Agreement.

7. Agency is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and NFP shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

NFP: Nurse-Family Partnership
Attention: Elizabeth Slater Jasper, General Counsel
1900 Grant Street, Fourth Floor
Denver, CO 80203

Agency: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

X. ASSIGNMENT; SUBCONTRACTING. This Agreement and the rights, obligations, interests and benefits hereunder may not be assigned, transferred, pledged or hypothecated in any way to any third party 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. If Agency engages a Subcontractor(s) to perform any of Agency's obligations hereunder, Agency shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on Agency by this Agreement.

XI. MISCELLANEOUS PROVISIONS.

A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who employs such employee shall cause the employee to give or withhold such consent or approval in accordance with this paragraph. If no response is received by the requesting Party within ten business days after delivery of the applicable request, consent shall be deemed given.

B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing

and delivered by overnight courier or certified mail, postage prepaid, return receipt requested, 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
Frank.Daidone@nursefamilypartnership.org

With a copy to:
Nurse-Family Partnership
1900 Grant Street, Suite 400
Denver, CO 80203
Attention: Dir., Legal & Compliance
Telephone: 303-327-4271
Facsimile: 303-327-4260
Elizabeth.Jasper@nursefamilypartnership.org

For Agency:

Original to:
Agency: County of Humboldt DHHS- PH

Attention: PH Director
529 I Street
Eureka, Ca 95501
Telephone: 707-268-2121
Facsimile:707-445-6097

Email:
mstephens@co.humboldt.ca.us

With a copy to:
Agency: County of Humboldt Nurse Family Partnership
Attention: Sup. Public Health Nurse
317 2nd Street
Eureka, Ca 95501
Telephone: 707-473-4981
Facsimile:707-445-7346

Email:
komalley@co.humboldt.ca.us

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

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, including reasonable attorneys' fees.

J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.

K. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.

L. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to Code of Civil Procedure §§ 394 and 395.

N. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

O. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

P. Social Impact Bonds. The Parties acknowledge and agree that, because of nature of the outcome payments associated with social impact bonds and other "pay for success" arrangements, investors will be more likely to select programs with proven records and evaluation techniques that maximize the chances of demonstrating positive outcomes, such as the Program. Recognizing that investors may want to have more control over

Program implementation to shore up investment, Agency shall request NFP's prior written consent before entering into any such agreements, including responses to solicitations for such agreements.

Q. Nuclear Free Clause. NFP certifies that it is not a nuclear weapons contractor, in that NFP is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems or weapons components as defined by the Nuclear Free Humboldt County Ordinance. NFP agrees to notify the Agency immediately if it becomes a nuclear weapons contractor, as defined above. The Agency may immediately terminate this Agreement if it determines that the foregoing certification is false or if NFP becomes a nuclear weapons contractor.

R. Compliance with Laws. NFP and Agency shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement, including but not limited to the American With Disabilities Act.

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: MAY 22 2018

By:_____
Signature

Tony Troxell, Chief Financial Officer
Printed Name & Title

Date: MAY 21 2018

For Agency:

County of Humboldt

By:_____
Signature

Ryan Sundberg, Chair, Humboldt County Board of Supervisors
Printed Name & Title

Date: 6/26/18

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. APPROVED IMPLEMENTATION SUBCONTRACTOR(S)S

NFP has approved the following organization as a Subcontractor(s) through which Agency will implement the Program according to the terms of this Agreement:

County of Del Norte Department of Health and Human Services – Public Health Branch

Additional Subcontractor(s) may be added by mutual agreement and written amendment to this Exhibit B.

EXHIBIT C. 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. 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 Agency;
5. Facilitate enrollment of Clients;
6. Establish a network of social services which can provide support to Agency's Clients;
7. Work with media;
8. Inform the community and build support for Agency, the Program, and Program Benefits;
9. Establish strong, stable, and sustainable funding for Agency operations.

B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by Agency 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 Agency 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 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 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 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. Nursing scope of practice at it relates to Program delivery and is outlined in Exhibit G, attached and incorporated into this Agreement by this reference
C. Use of the NFP DCS, including data collection, entry, management, and interpretation;

D. Implementation of the Program using the NFP E-Guidelines and associated tools and materials;
E. Knowledge and skills needed by the NFP Program Supervisor; and
F. 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 D. 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

Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2018	6/30/2019	$4,668.00	One time per NHV or Supervisor
7/1/2019	6/30/2020	$4,808.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$843.00	One time per Supervisor
7/1/2019	6/30/2020	$868.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$551.00	One time per Administrator
7/1/2019	6/30/2020	$568.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$593.00	One time per NHV Trainee
7/1/2019	6/30/2020	$611.00	
7/1/2020	6/30/2021	$629.00	
Annual Program Support Fee (Invoiced annually on the Price Effective Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2018	6/30/2019	$8,088.00	Per Program Supervisor Position per Year
7/1/2019	6/30/2020	$8,328.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$9,696.00	Per Program Supervisor Position per Occurance
7/1/2019	6/30/2020	$9,984.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$5,820.00	Per Program Supervisor Position per Year
7/1/2019	6/30/2020	$6,402.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$3,174.00	One time per Expansion or Replacement Program Supervisor per Year
7/1/2019	6/30/2020	$3,264.00	
7/1/2020	6/30/2021	$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
7/1/2018	6/30/2019	$624.00	Quarterly transmission
7/1/2019	6/30/2020	$648.00	Quarterly transmission
7/1/2020	6/30/2021	$668.00	Quarterly transmission

EXHIBIT E

COUNTY OF HUMBOLDT

HIPAA BUSINESS ASSOCIATE AGREEMENT

Recitals:

A. County of Humboldt ("COUNTY"), as a "Covered Entity" (defined below) wishes to disclose certain information to Nurse-Family Partnership, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R") and contained in this Agreement.

The parties agree as follows:

1. **Definitions**
   a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
   b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
   c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
   d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
   e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
   f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
   g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
   h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
   i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
   j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.

l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.

d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Business Associate's Subcontractors and Agents**. BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

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

f. **Access to Protected Information**. If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

g. **Amendment of PHI**. If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE

or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

h. **Accounting of Disclosures**. Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.

i. **Governmental Access to Records**. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. **Minimum Necessary**. BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

k. **Data Ownership**. BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.

l. **Notification of Possible Breach**. BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary,

and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents**. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

n. **Audits, Inspection and Enforcement**. Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. **Termination**

a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

EXHIBIT F. AGENCY RESPONSIBILITIES

To ensure that the Nurse-Family Partnership Program is implemented with Fidelity to the Model, Agency (all references to Agency in this Exhibit F are understood to include Subcontractors) 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 the 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;

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

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

VIII. Agency will ensure that Program Supervisors:

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

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

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

IX. Agency will ensure that Administrators:

A. Support the Team as appropriate;
B. Review annual outcome and fidelity measures to assess the status of implementation;
C. Review capacity and sustainability regularly;
D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator Orientation, and
E. Make best efforts to develop a robust, supportive, 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.

XII. NFP understands and acknowledges that Agency is the lead agency of a bi-county consortium comprised of Humboldt County, and Del Norte County, but that each county is a political subdivision of the State of California. NFP further understands and acknowledges that the counties are independent contractors with respect to each other. Nothing in this Agreement shall be construed to create an employment relationship between Agency (Humboldt County) and any employee of Del Norte County. NFP understands that Agency (Humboldt County) does not have the same ability to hire,

supervise, or otherwise be responsible for employees of either Del Norte county that it has with regard to its own employees.