

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202110024

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853010 Community Health Admin
Contract or Grant Administrator:	Judy Ziels
Contractor's / Agency Name:	National Service Office for Nurse-Family Partnership

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☐	No ☐
Yes ☒	No ☐	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	

Does contract require Council Approval?	Yes ☒	No ☐	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes ☐	No ☒	
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes ☒	No ☐	

Is this contract the result of a RFP or Bid process?	Sole Source	Contract Cost Center:	621215
Yes ☐	No ☒	If yes, RFP and Bid number(s):	

Is this agreement excluded from E-Verify?	No ☐	Yes ☒
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If YES, indicate exclusion(s) below:

☐ Professional services agreement for certified/licensed professional.	☐ Contract for Commercial off the shelf items (COTS).
☒ Contract work is for less than \$100,000.	☐ Work related subcontract less than \$25,000.
☐ Contract work is for less than 120 days.	☐ Public Works - Local Agency/Federally Funded FHWA.
☐ Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
Varies depending on services provided.	- Exercising an option contained in a contract previously approved by the council. - Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. - Bid or award is for supplies. - Equipment is included in Exhibit "B" of the Budget Ordinance - Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This Agreement provides technical support and training to ensure that Whatcom's Nurse-Family Partnership Program maintains model fidelity and delivers program results, as needed.

Term of Contract:	3 Years	Expiration Date:	3/31/24 or Until Superseded																																								
Contract Routing:	<table border="1"> <tr> <td>1. Prepared by:</td> <td>JT</td> <td>Date:</td> <td>08/25/2021</td> </tr> <tr> <td>2. Health Budget Approval:</td> <td>JG</td> <td>Date:</td> <td>08/25/2021</td> </tr> <tr> <td>3. Attorney signoff:</td> <td>RB</td> <td>Date:</td> <td>10/15/2021</td> </tr> <tr> <td>4. AS Finance reviewed:</td> <td>M Caldwell</td> <td>Date:</td> <td>10/15/21</td> </tr> <tr> <td>5. IT reviewed (if IT related):</td> <td></td> <td>Date:</td> <td></td> </tr> <tr> <td>6. Contractor approved:</td> <td></td> <td>Date:</td> <td></td> </tr> <tr> <td>7. Submitted to Exec.:</td> <td>JT</td> <td>Date:</td> <td>10/28/2021</td> </tr> <tr> <td>8. Council approved (if necessary):</td> <td>AB2021-604</td> <td>Date:</td> <td>10/26/2021</td> </tr> <tr> <td>9. Executive signed:</td> <td>✓</td> <td>Date:</td> <td>10/29/21</td> </tr> <tr> <td>10. Original to Council:</td> <td>✓</td> <td>Date:</td> <td>11-4-21</td> </tr> </table>			1. Prepared by:	JT	Date:	08/25/2021	2. Health Budget Approval:	JG	Date:	08/25/2021	3. Attorney signoff:	RB	Date:	10/15/2021	4. AS Finance reviewed:	M Caldwell	Date:	10/15/21	5. IT reviewed (if IT related):		Date:		6. Contractor approved:		Date:		7. Submitted to Exec.:	JT	Date:	10/28/2021	8. Council approved (if necessary):	AB2021-604	Date:	10/26/2021	9. Executive signed:	✓	Date:	10/29/21	10. Original to Council:	✓	Date:	11-4-21
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MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: National Service Office for Nurse-Family Partnership – Implementation Agreement
DATE: October 28, 2021

Attached is an Agreement between Whatcom County and Nurse-Family Partnership for your review and signature.

- **Background and Purpose**

Whatcom County began implementing the Nurse-Family Partnership Program in 2012 as an evidence-based model that uses home visiting nurses to support low-income, first time mothers. This contract provides funding for technical support and training. This Agreement was effective on 04/01/2021, however, delays in the review and approval process between both parties prevented the Agreement from further processing until now.

- **Funding Amount and Source**

The cost of this Agreement is expected to be \$21,024 for the 4/1/21 – 3/31/22 contract period and \$21,420 for the 4/1/22 – 3/31/23 contract period. Funding is provided by the Nurse-Family Partnership General Fund. These funds are included in the 2021 budget. Council approval is required as funding will exceed \$40,000.

- **Differences from Previous Contracts**

Similar agreements have been in place with this Contractor since 2012. This Agreement is different from the most recent Agreement (WC Contract #201605005) in the following ways:

1. Updated current practices.
2. Updated fee schedule from the 2021-2022 and 2022-2023 contract period.
3. Updated service descriptions.
4. Incorporation of new Model Elements (key parameters of the program)

Please contact Judy Ziels, Public Health Nurse Supervisor at 360-778-6130 (JZiels@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Nurse-Family Partnership Implementation Agreement

This Agreement ("Agreement"), for the period April 1, 2021, through March 31, 2024, is by and between Whatcom County ("Network Partner") 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 Network Partner must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached and incorporated herein to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Whereas, Network Partner desires and intends to implement the Program to serve low-income, first-time mothers in Network Partner'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 operate in the best interests of mothers and children and to guide and support the Program implementation process in a manner that will help the Network Partner obtain Program Benefits for the mothers and children that Network Partner serves.
- F. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Network Partner shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both Parties for this purpose.

AGREEMENT:

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

I. DEFINITIONS.

- A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:
 - 1. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to Network Partner, into which designated, NFP-approved Network Partner personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.

2. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.
 3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Network Partner.
 4. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
 5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in Research.
 6. "Electronic Visit-to-Visit Guidelines™" or "E-Guidelines™" means NFP's written guidance for how a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
 7. "Location" means the work address of a Program Supervisor.
 8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by Network Partner who spends at least 20 (twenty) hours per week, or 0.5FTE, whichever is greater, delivering the Program to Clients.
 9. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Network Partner. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
 10. "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
 11. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor. A half-time supervisor can supervise up to four (4) Nurse Home Visitors.
 12. "Implementing Entity" or "IE" means a means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
 13. "NFP Community Website" means the website hosted by the national office of NFP at which Network Partner personnel may access resources related to the Program.
 14. "Nurse Consultant" means a registered nurse provided by the National Service Office ("NSO") of NFP, who has been trained by the NSO and is qualified to consult with Network Partner on matters related to the Program.
- B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Network Partner, NFP, or its licensors, whether they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with collected data, Research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Network Partner 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 Network Partner.

- C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

II. NFP OBLIGATIONS; RIGHTS.

- A. NFP grants to Network Partner a non-exclusive limited right and license to use the Proprietary Property for carrying out Network Partner's obligations under this Agreement in the geographic area within which Network Partner's Nurse Home Visitors serve Clients. Network Partner shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the collected data, Research, and current modalities of Program delivery. NFP will provide Network Partner with reasonable notice of Program modifications. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by Network Partner. In any event, all software and NFP DCS content, excluding Network Partner's and other Implementing Entities' data, shall remain the sole property of NFP.
- B. NFP will provide the support described in Exhibit B, Nurse-Family Partnership Support, attached and incorporated herein, to help Network Partner implement the Program.
- C. NFP reserves the right to communicate directly with Network Partner's funders to report on Network Partner's progress, learn more about funding decisions, and be informed of actions that may affect Network Partner's Clients.
- D. NFP shall submit invoices to Network Partner for services provided to Network Partner, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services, attached and incorporated herein.
- E. NFP may, from time to time, request that Network Partner collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. The decision to participate in such Research is, however, entirely up to Network Partner.
- F. NFP, independently or jointly with Network Partner, may publish or present NFP-related information or Program results in Research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work. NFP will not identify Network Partner in these materials without Network Partner's prior written authorization.
- G. NFP shall provide data and reporting services on behalf of Network Partner to Washington State Department of Health or any other agency in a manner that would not violate HIPAA if done by Network Partner.

- H. Exhibit D, HIPAA Business Associate Addendum (the "BAA") is hereby attached and incorporated into this Agreement.

III. NETWORK PARTNER OBLIGATIONS.

- A. Network Partner will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Network Partner Responsibilities, attached and incorporated herein, to do so.
- B. Network Partner shall notify NFP within three (3) business days of learning of funding decisions that may materially affect Network Partner's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. Network Partner will take all appropriate steps to maintain Client confidentiality and obtain any necessary written Client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- D. Network Partner assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.
- E. Network Partner's Nurse Home Visitors, Program Supervisors, and Administrators shall complete all required NFP Education. Nurse Home Visitors and Program Supervisors who leave the Program for two (2) years or longer and then return must attend NFP Education before visiting Clients and resuming Program delivery. Network Partner shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines™.
- F. When requested by NFP, Network Partner will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to Network Partner.
- G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Network Partner 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 Network Partner's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- H. Network Partner will inform NFP of Network Partner 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 Network Partner, or jointly by Network Partner and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- I. Network Partner 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) Network Partner uses the reproductions solely for Program implementation, and (3)

Network Partner does not sell or otherwise distribute the reproductions to any third party not involved in Network Partner'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™. These are available electronically/digitally in the online eGuidelines system
 2. The published materials bear notices indicating copyright by any of the following:
 - a) University of Colorado
 - b) University of Colorado Health Sciences Center
 - c) University of Colorado at Denver and Health Sciences Center
 - d) Nurse-Family Partnership
 3. NFP has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
 4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
 5. Network Partner may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- J. NFP represents to Network Partner and Network Partner understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. Network Partner shall use the Proprietary Property solely for carrying out Network Partner's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property without the prior express written permission of NFP. Network Partner may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Network Partner may allow only trained, NFP-authorized users to access the NFP DCS. Network Partner shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.
- K. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Network Partner agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program. NFP and Network Partner have a mutual responsibility to support and promote each other, 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 in which the Network Partner is located. Network Partner shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Network Partner material associated with the Program. In all marketing materials related to the Program, Network Partner shall take all reasonable actions to use the Nurse-Family Partnership name and make its Program readily recognizable to the public as an integral part of the Nurse-Family Partnership.

IV. FEES AND PAYMENT.

A. Fees associated with NFP services in support of an Implementing Entity are as follows:

1. Education Services. NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and Network Partner Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and Administrator working for the Network Partner. Fees will be invoiced to Network Partner when participants attend the education sessions. The Education Fees are calculated based on the calendar year.
 - a) Nurse Home Visitor Education Fees. Required education for Nurse Home Visitors ("NHV") consists of one instructor-led education unit supported by distance education components. All Program Supervisors who have never taken NHV education or who completed it more than two years prior to being promoted to Program Supervisor are required to attend NHV education as well as Program Supervisor education.
 - b) Program Supervisor Education Fees. For Program Supervisors, required education consists of Nurse Home Visitor education plus two instructor-led education units supported by distance education components and nurse consultation.
 - c) Network Partner Administrator Orientation. Administrator orientation is a two-day instructor-led education session in Denver. Administrator orientation is required for new Administrators within six (6) months of being hired. An additional instructor-led Administrator education session is also offered
 - d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials:
 - (1) Nurse-Family Partnership Orientation and Education Materials.
 - (2) Set of Prenatal, Infancy and Toddler Guidelines (the Electronic Visit to Visit Guidelines™ or E-Guidelines™).
 - (3) A series of additional nursing practice and program management resources tied to implementation of the Program.
2. NFP Network Partner Program Support. This is an annual fee, which is due on the Effective Date and each anniversary thereof and is based on the number of funded Nurse Home Visitors per team. This annual fee is billed per each active team per year and contributes to covering costs associated with the following:
 - a) NFP DCS. Services related to third party data collection systems are not covered by this Agreement. Fees for supporting Network Partner's use of third-party data collection systems will be in addition to the Annual Program Support Fee.
 - b) Program Quality System and Reporting.
 - c) Ongoing Nurse-Family Partnership Nurse Home Visitor, Program Supervisor, and Administrator education; resource library; conference calls; web forums; Nurse-Family Partnership community resources; and updating NFP E-Guidelines™, educational materials, and supporting materials.
 - d) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).

- e) Policy and Government Affairs, including advocacy and educational work at federal and state levels.
- f) Nurse Consultation. Contributes to costs associated with a NFP Nurse Consultant providing the following support to Program Supervisors:
 - (1) Helping each Program Supervisor develop an annual plan for implementation.
 - (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
 - (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
 - (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
 - (5) Model implementation coaching and consultation with each Program Supervisor.
- 3. Program Supervisor Replacement Fee. A one-time fixed fee is charged for extra support when a replacement Program Supervisor is hired by an exiting team, and a vacant position is thereby filled.
- 4. Team Addition (same location) Fee. A one-time fixed fee is charged for extra support when a team is added at the same location.
- 5. Regional Expansion (new location) Fee. A one-time fixed fee is charged for extra support when the Network Partner adds a new Team at a new geographical location.
- B. Fee 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. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 2. NFP Program Partner Program Support Fee is 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), except as required by Section III.C.
 - 3. Program Supervisor Replacement Fee is invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 4. Team Addition Fee (same location) is invoiced on the approved Start Date of the new Team. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 5. Regional Expansion Fee (new location) is invoiced on the approved Start Date of the new Team. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
- D. NFP shall invoice Network Partner for services provided to Network Partner based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. The attached fee schedule sets out prices for the next two years. 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 Network Partner at least one year prior to any such change becoming effective.

E. Invoices will be sent to:

Network Partner: Whatcom County Health Department
Attention: Business Office
Address: 509 Girard St.
Bellingham, WA 98225

Telephone: 360-778-6000

Email: HL-BusinessOffice@co.whatcom.wa.us

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

F. Network Partner will send payments, identifying the NFP invoice, within 30 days of invoice to the address below. Upon agreement, payments may be made by electronic funds transfer (EFT).

Nurse-Family Partnership
Attention: Finance Department
1900 Grant Street, Suite 400
Denver, CO 80203
or to: ar@nursefamilypartnership.org

V. TERM AND DEFAULT.

- A. Term of Agreement. This Agreement shall remain in full force and effect through March 31, 2024, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Term Extension. Upon April 1, 2024, 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 Term, because it requires approximately three years for the Clients to complete the Program. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the Term or an extension thereof, either Network Partner or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- D. Network Partner Termination for Lack of Funding; Convenience. If Network Partner terminates the Agreement for any reason other than for an uncured, NFP breach, then the following provisions shall apply:
1. Network Partner will stop enrolling Clients as of the date notice is given to NFP.
 2. Network Partner shall make best efforts to give all Clients enrolled at the time Network Partner gives NFP a notice of termination the opportunity to complete the Program at Network Partner or transfer them to another NFP Implementing Entity. If there are no NFP programs in the area, Network Partner shall make

- best efforts to transfer Clients to another program that can meet their needs, if such programs exist.
3. If such programs exist, Network Partner shall demonstrate best efforts by communicating with at least three home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with the National Service Office ("NSO") no more than three days after communication has occurred.
 4. When a new program to which Clients can be transferred has been identified, Network Partner will work directly with that program's administrator to provide for the optimal transfer of Clients.
 5. When Clients are discharged, Network Partner shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.
 6. If Nurse Home Visitors will lose their jobs due to layoffs, the Network Partner shall reach out to the NSO for support in relocating these nurses to other NFP sites, which the NSO will do when such relocation is appropriate and possible.
- E. Default. A party shall be in default under this Agreement (i) if a party breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) upon the bankruptcy of a party.
- F. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.
- G. Effect of Termination.
1. If the Agreement is terminated, Network Partner shall pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
 2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
 3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
 - a) Network Partner will no longer have access to the NFP DCS;
 - b) Network Partner shall stop enrolling new Clients;
 - c) Network Partner shall work with the NFP Nurse Consultant to develop a transition plan, including, when applicable, a plan to provide continuity of care for current Clients;
 - d) NFP may retain a record of all data which has been collected by Network Partner while implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
 - e) Network Partner 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 Network Partner'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 Network Partner by NFP or that have come into Network Partner's possession from other sources must be returned to NFP or destroyed; and
- h) Network Partner 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 Network Partner. 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 Network Partner, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VII. LIABILITY.

- A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law.
- B. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party, provided, however, that this provision shall not relieve such Party of its obligation to use reasonable care in preventing and/or mitigating the effects of the force majeure event.

VIII. ASSIGNMENT; SUBCONTRACTING.

Except as provided herein, this Agreement and the rights, obligations, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way to any third party, including financing institutions, without the prior written consent of NFP. Network Partner 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. Network Partner shall not engage or utilize the services of any subcontractor to perform any of Network Partner's services hereunder without the prior written consent of NFP. If Network Partner engages a Subcontractor(s) to perform any of Network Partner's obligations hereunder, Network Partner shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on Network Partner by this Agreement.

IX. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall be requested in writing and not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who

employs such employee shall use at least commercially reasonable efforts to cause the employee to give or withhold such consent or approval in accordance with this paragraph. 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, or when sent by electronic mail, receipt confirmed, to the receiving party at the following addresses:

For NFP:

Original to:

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

With a copy to:

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

For Network Partner:

Original to:

Attention: Jessie Thomson
Agency: Whatcom County Health Dept
509 Girard St.
Bellingham, WA 98225
Telephone: 360-927-1943
Facsimile: 360-778-6001
Email: jthomson@co.whatcom.wa.us

With a Copy to:

Attention: Judy Ziels
Agency: Whatcom County Health Dept.
1500 North State St.
Bellingham, WA 98225
Telephone: 360-778-6130
Facsimile: 360-778-6104
Email: jziels@co.whatcom.wa.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. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- L. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of Colorado. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Colorado and the forum and convenience of the state and federal courts thereof.
- M. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- N. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this

Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

- O. Audits. NFP is a vendor providing services that support Network Partner's implementation of the Nurse-Family Partnership® program. Network Partner pays NFP for these services at an agreed-upon rate, on a fee for service basis. NFP grants Network Partner a right to audit, with reasonable notice, those records that are directly related to determining that fees paid by Network Partner to NFP have been invoiced accurately under the terms of this agreement. If this paragraph conflicts with any other provisions in the Agreement, this paragraph will take precedence.
- P. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.

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

For NFP:

Nurse-Family Partnership

By: Frank Daidone
Signature

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

Date: 4/24/2021

For Network Partner:

Whatcom County

By: Erika Lautenbach
Signature

Erika Lautenbach
Director
(Printed Name & Title)

Date: 10/28/2021

PROGRAM APPROVAL

Approved by email AN/JT
Astrid Newell, Community Health Manager

08/25/2021
Date

WHATCOM COUNTY

Satpal Sidhu

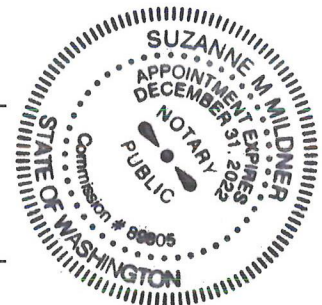
SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this 29th day of October, 2021, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Milder
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: 12-31-22



APPROVED AS TO FORM:

Approved by email RB/JT
Royce Buckingham, Prosecuting Attorney

10/15/2021
Date

EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS

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

- Element 1. Client participates voluntarily in the Nurse-Family Partnership Program.
- Element 2. Client is a first-time mother.
- Element 3. Client meets low- income criteria at intake.
- Element 4. Client is enrolled in the Program early in her pregnancy and receives her first home visit by no later than the end of the 28th week of pregnancy.
- Element 5. Client is visited one-to-one: one Nurse Home Visitor to one first-time mother/ family.
- Element 6. Client is visited in her home, as defined by the Client, or in a location of the Client's choice.
- Element 7. Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the standard NFP visit schedule or an alternative visit schedule agreed upon between the Client and Nurse Home Visitor.
- Element 8. Nurse Home Visitors and Program Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.
- Element 9. Nurse Home Visitors and Program Supervisors participate in and complete education required by NFP NSO. In addition, a minimum of one current Administrator participates in and completes the Administrator Education required by NFP.
- Element 10. Nurse Home Visitors use professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP E-Guidelines™ to individualize the Program to the strengths and risks of each family and apportion time across defined Program domains.
- Element 11. Nurse Home Visitors and Program Supervisors apply nursing theory, nursing process and nursing standards of practice to their clinical practice and the theoretical framework that underpins the Program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods.
- Element 12. A full-time Nurse Home Visitor carries a caseload of 25 or more active Clients.
- Element 13. NFP Network Partners are required to employ a Program Supervisor at all times.
- Element 14. Program Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

- Element 15. Nurse Home Visitors and Program Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP Data Collection System (“DCS”) in a timely manner.
- Element 16. Nurse Home Visitors and Program Supervisors use data and NFP reports to assess and guide Program Implementation, enhance Program quality and demonstrate Program Fidelity and inform clinical practice and supervision.
- Element 17. Network Partner 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. Network Partner convenes a long-term Community Advisory Board that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.
- Element 19. Adequate organizational support and structure shall be in place to support Nurse Home Visitors and Program Supervisors to implement the Program with Fidelity to the Model.

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN NETWORK PARTNER

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

- I. NFP provides support to help Network Partner prepare to implement the Program including:
 - A. Materials to help Network Partner:
 1. Select and set up Network Partner'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 Network Partner;
 5. Facilitate enrollment of Clients;
 6. Establish a network of social services which can provide support to Network Partner's Clients;
 7. Work with media;
 8. Inform the community and build support for Network Partner, the Program, and Program Benefits;
 9. Establish strong, stable, and sustainable funding for Network Partner operations.
 - B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by Network Partner's 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 Network Partner 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 Network Partner by a member of NFP staff to offer direct consultation on Program implementation.
- II. NFP provides ongoing support to Network Partner via telephone and email during Program implementation and operation, including:
 - A. Consultation with respect to topics such as, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
 - B. Model implementation consultation for Program Supervisors and Nurse Home Visitors;
 - C. Consultation regarding data collection, entry, management, and interpretation.
 - D. On-site consultation as is mutually deemed necessary and appropriate.
- III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Network Partner of such modifications on a timely basis.
- IV. NFP provides education to Program Supervisors and Nurse Home Visitors at dates and locations to be determined by NFP. Education will cover the following topics:
 - A. The Program, Program Benefits, and Model Elements;
 - B. Use of the NFP DCS, including data collection, entry, management, and interpretation;

- C. Implementation of the Program using the NFP E-Guidelines™ and associated tools and materials;
 - D. Knowledge and skills needed by the NFP Program Supervisor for proper Program delivery; and
 - E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Network Partner.
- 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 Network Partner with updated versions on a timely basis.
- VI. NFP provides support for Network Partner's use of the NFP DCS, including:
- A. Monitoring the Network Partner's data collection and entry activity and quality and providing feedback to Network Partner 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 Network Partner'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 Network Partner and entities to which Network Partner may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
- A. Network Partner 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 Network Partner 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 Network Partners 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 Network Partner'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 Network Partner 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 Network Partner is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Network Partner to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Network Partner's supervisors and staff and mutually develop a Collaborative Success Plan ("CSP"). From time to time, NFP may engage either internal or external auditors to evaluate the performance of the Network Partner. Network Partner will cooperate fully with any quality audit that is undertaken by or on behalf of NFP.

- X. Collaborative Success Plan ("CSP"). The NFP Program is a model where collaboration and change occur within the context of a relationship with shared goals. The CSP was developed to facilitate shared agreements and planning between NFP and Implementing Entities throughout the life span of Program implementation and is updated at least annually. The CSP operates as follows:
- A. The goal of the CSP is to support alignment with the Model Elements (Fidelity to the Model) in the areas of program growth, operational efficiency, outcomes, and sustainability. Like the nursing process, the CSP provides opportunities to support Program implementation throughout the life cycle of an Implementing Entity. The CSP is periodically assessed and updated as circumstances require to identify opportunities for growth. The CSP provides a framework for action to support those opportunities. The Implementing Entity and NFP Nurse Consultants collaborate to create a CSP with action items that include both NFP responsibilities and the Implementing Entity's responsibilities.
 - B. A CSP serves as a tool for both the Implementing Entity and NFP to monitor progress towards mutually agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the Implementing Entity to serve families in the community effectively. Both Parties will have access to the document which will include mutually agreed upon goals, contributing factors, and action items for both NFP and the Implementing Entity. Progress on goals will be assessed regularly during consultation calls.
 - C. After a CSP is finalized, the NFP will provide the Implementing Entity with full-time access to it. The CSP includes documentation of shared goals and progress on action items. CSPs are reviewed quarterly at a minimum, and more often as needed.

EXHIBIT C. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

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

Section 1: Education, Replacement, and Expansion Fees			
Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
4/1/2021	12/31/2021	\$5,100.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2022	12/31/2022	\$5,254.00	
Program Supervisor Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
4/1/2021	12/31/2021	\$922.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2022	12/31/2022	\$950.00	
Program Supervisor Unit 2 Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
4/1/2021	12/31/2021	\$800.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2022	12/31/2022	\$825.00	
Administrator Standard Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
4/1/2021	12/31/2021	\$603.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2022	12/31/2022	\$621.00	
Administrator Optional Session Education Fee (Invoiced upon completion of the face-to-face session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
4/1/2021	12/31/2021	\$282.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2022	12/31/2022	\$290.00	
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
4/1/2021	12/31/2021	\$648.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2022	12/31/2022	\$667.00	
Program Supervisor Replacement Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
4/1/2021	3/31/2022	\$3,462.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
4/1/2022	3/31/2023	\$3,566.00	
Team Addition Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
4/1/2021	03/31/2022	\$19,781.00	One time per expansion per Occurrence. (Price is set on contract anniversary date)
4/1/2022	03/31/2023	\$20,374.00	
Regional Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
4/1/2021	03/31/2022	\$24,726.00	One time per expansion per Occurrence. (Price is set on contract anniversary date)
4/1/2022	03/31/2023	\$25,468.00	

Section II: Annual Fees

NFP Network Partner Annual Program Support Fee (For the First Team at a Location) (Invoiced annually on the Price Effective Date)

Price Effective Date	End Date	Unit Price	Unit of Measure
			Annual per first team per year (The fee total is based on the number of Nurse Home Visitors per team)
Two NHV Team 4/1/2021	03/31/2022	\$20,304.00	(Price is set on contract anniversary date)
Two NHV Team 4/1/2022	03/31/2023	\$20,568.00	
Three NHV Team 4/1/2021	03/31/2022	\$21,024.00	
Three NHV Team 4/1/2022	03/31/2023	\$21,420.00	
Four NHV Team 4/1/2021	03/31/2022	\$21,744.00	
Four NHV Team 4/1/2022	03/31/2023	\$22,260.00	
Five NHV Team 4/1/2021	03/31/2022	\$22,464.00	
Five NHV Team 4/1/2022	03/31/2023	\$23,112.00	
Six NHV Team 4/1/2021	03/31/2022	\$23,184.00	
Six NHV Team 4/1/2022	03/31/2023	\$23,964.00	
Seven NHV Team 4/1/2021	03/31/2022	\$23,904.00	
Seven NHV Team 4/1/2022	03/31/2023	\$24,816.00	
Eight NHV Team 4/1/2021	03/31/2022	\$24,624.00	
Eight NHV Team 4/1/2022	03/31/2023	\$25,668.00	

NFP Network Partner Annual Program Support Fee (For the Second and Subsequent Teams at a Location) (Invoiced annually on the Price Effective Date)

Price Effective Date	End Date	Unit Price	Unit of Measure
			Annual per second or subsequent team per year (The fee total is based on the number of Nurse Home Visitors per team)
Two NHV Team 4/1/2021	03/31/2022	\$18,456.00	(Price is set on contract anniversary date)
Two NHV Team 4/1/2022	03/31/2023	\$18,720.00	
Three NHV Team 4/1/2021	03/31/2022	\$19,176.00	
Three NHV Team 4/1/2022	03/31/2023	\$19,572.00	
Four NHV Team 4/1/2021	03/31/2022	\$19,896.00	
Four NHV Team 4/1/2022	03/31/2023	\$20,424.00	
Five NHV Team 4/1/2021	03/31/2022	\$20,616.00	
Five NHV Team 4/1/2022	03/31/2023	\$21,264.00	
Six NHV Team 4/1/2021	03/31/2022	\$21,336.00	
Six NHV Team 4/1/2022	03/31/2023	\$22,116.00	
Seven NHV Team 4/1/2021	03/31/2022	\$22,056.00	
Seven NHV Team 4/1/2022	03/31/2023	\$22,968.00	
Eight NHV Team 4/1/2021	03/31/2022	\$22,776.00	
Eight NHV Team 4/1/2022	03/31/2023	\$23,820.00	

EXHIBIT D. HIPAA BUSINESS ASSOCIATE ADDENDUM

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

- C. As would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Network Partner or as required by applicable law, rule or regulation.
- D. For Data Aggregation purposes for the Health Care Operations of Network Partner.
- E. For use in NFP's operations as described in the Agreement.

VIII. Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request unless otherwise determined by guidance of the Secretary of the U.S. Department of Health and Human Services ("Secretary").

IX. Use of PHI for Certain of NFP's Operations: NFP may use and/or disclose PHI it creates for, or receives from, Network Partner to the extent necessary for NFP's proper management and administration, or to carry out NFP's legal responsibilities, only if:

- A. The disclosure is required by law.
- B. NFP obtains reasonable assurances, evidenced by written contract, from any person or organization to which NFP shall disclose such PHI that such person or organization shall:
 - 1. Hold such PHI in confidence and use or further disclose it only for the purpose for which NFP disclosed it to the person or organization, or as required by law; and
 - 2. Notify NFP, who shall in turn promptly notify Network Partner, of any instance in which the person or organization becomes aware of in which the confidentiality of such PHI was breached.

X. Safeguarding of PHI: NFP shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by Network Partner on behalf of, Network Partner. NFP shall document and keep these security measures current, consistent with HIPAA Security regulations. NFP shall cooperate and respond in good faith to any reasonable request from Network Partner to discuss and review NFP's safeguards.

XI. Subcontractors and Agents: If NFP provides any PHI which was received from, or created for Network Partner, to a subcontractor or agent, then NFP shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on NFP by this Exhibit and by sections 164.502 and 164.504(e) of Title 45 of the Code of Federal Regulation, as amended from time to time. NFP shall keep Network Partner informed of the identities of all subcontractors having access to PHI created, received, maintained or transmitted on behalf of Network Partner.

XII. Access to PHI: At the direction of Network Partner, NFP agrees to provide access to any PHI held by NFP which Network Partner has determined to be part of Network Partner's Designated Record Set, in the time and manner designated by Network Partner. This access will be provided to Network Partner or, as directed by Network Partner, to an Individual, in order to meet the requirements under the Security and Privacy Rule.

XIII. Reporting of Unauthorized Disclosures or Misuse of PHI: NFP shall report to Network Partner any unauthorized acquisition, access, use or disclosure of PHI. NFP shall make the report to Network Partner within ten (10) business days after NFP confirms the existence of such use or disclosure. NFP's report shall identify: (i) each individual protected by this Exhibit whose PHI has been, or is reasonably believed by NFP to have been, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure,

(v) what NFP has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (vi) what corrective action NFP has taken or shall take to prevent future similar unauthorized use or disclosure. NFP shall provide such other information, including a written report, as reasonably requested by Network Partner.

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

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

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

XVI. Log of Unauthorized Disclosure or Misuse of PHI: NFP shall maintain a log of any Breach covered by this Exhibit and shall annually submit such log to Network Partner. NFP shall provide immediate notice to Network Partner of any breach of the PHI of five-hundred (500) or more individuals.

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

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

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

- A. Exercise any of its rights to reports, access and inspection under this Exhibit; and/or

- B. Require NFP to submit to a plan of monitoring and reporting, as Network Partner may determine necessary to maintain compliance with this Exhibit, and/or
- C. Provide NFP with a thirty (30)-day period to cure the breach; or
- D. Terminate the Agreement immediately.

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

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

XXII. Miscellaneous:

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

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

EXHIBIT E. NETWORK PARTNER RESPONSIBILITIES

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

- I. Network Partner shall:
 - A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
 - B. Set up and maintain an appropriate work space for staff who are to implement the Program;
 - C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
 - D. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
 - E. Establish, maintain, keep current, and improve its network of referral sources who will refer low-income, first-time mothers to Network Partner;
 - 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 Network Partner's Clients;
 - H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Network Partner;
 - I. Inform the community and build support for Network Partner, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
 - J. Establish and maintain strong, stable, and sustainable funding for Network Partner 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. Network Partner will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.
- III. Network Partner 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. Network Partner 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. Network Partner 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. Network Partner will ensure the availability of appropriate, fully functioning computer systems and software at Network Partner's location for use of the NFP DCS and to communicate with NFP by email.
- VII. Network Partner 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 Network Partner to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- VIII. Network Partner 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. Network Partner will ensure that Administrators:
 - A. Support the Team as appropriate;
 - B. Review annual outcome and fidelity measures to assess the status of Program implementation;
 - C. Review capacity and sustainability regularly;
 - D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to the NSO for additional training;
 - E. Make best efforts to support the Community Advisory Board ("CAB"), and
 - F. Maintain an ongoing commitment to the professional development and education of Nurse Home Visitors and provide opportunities for additional training, when applicable.
- X. Network Partner 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 Network Partner's implementation of the Program.

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