

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.75
(ID # 22142)**

MEETING DATE:
Tuesday, June 27, 2023

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve the Implementation Agreement with Nurse-Family Partnership to utilize the Nurse-Family Partnership Model for Low-Income, First-Time Mothers and Their Children for the Period of Performance of July 1, 2022 through June 30, 2025. All Districts [Maximum Aggregate Amount: \$255,000 - 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Implementation Agreement with Nurse- Family Partnership to implement the Nurse-Family Partnership Program for low-income, first-time mothers and their children in the aggregate amount of \$255,000 for the period of performance of July 1, 2022 through June 30, 2025;
2. Authorize the Chair of the Board to sign the Implementation Agreement on behalf of the County; and
3. Authorize the Director of Public Health, or designee, or Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the agreement, including modifications to the statement of work and period of performance that stay within the intent of agreement; and (b) sign all certifications, assurances, reports or other related documents required by the Nurse Family Partnership.

ACTION:Policy


Kim Saruwatari, Director of Public Health 6/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$85,000	\$85,000	\$255,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal			Budget Adjustment: No	
			For Fiscal Year: 22/23-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Public Health (RUHS-PH) has had a relationship with Nurse Family Partnership (NFP) to implement the Nurse Family Partnership Program (Program) for more than 13 years.

The NFP Program is a highly acclaimed, evidence-based program used internationally that provides home visits by Public Health Nurses (PHNs). The Program goal is to improve the health and social functioning of low-income, first-time mothers and their children. Data collection and statistical reports show improved outcomes of program participants. The PHNs participate in an intensive NFP training in order to assure Program fidelity. Home visits begin early in pregnancy and continue until the child is two years old. Each PHN carries a maximum caseload of 25 families.

The Implementation Agreement is a fee-for-service to the County that includes annual program support, access to the NFP data collection system to enter data, and nurse consultation for a program supervisor. The Implementation Agreement is funded by the federal government.

Impact on Residents and Businesses

This early intervention program will help vulnerable families get off to a solid start by helping to ensure the emotional, physical and developmental care of California’s children. Evidence-based home visiting services have proven to have a positive impact on families by providing measurable and long-term benefits for children’s development.

Additional Fiscal Information

On February 9, 2018, Congress passed a bill that funds the expansion of the Nurse-Family Partnership program and other evidence-based home visiting programs. The Implementation Agreement is fully funded by federal funding through the California Home Visiting Program (CHVP).

RUHS-PH has budgeted the following amounts for mandatory annual consultation/program fees and staff training.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

County Fiscal Year

Year	Amount
2022-2023	\$85,000
2023-2024	\$85,000
2024-2025	\$85,000
Total	\$255,000

Contract History and Price Reasonableness

On September 1, 2016, Minute Order 3.21 was approved by the Board of Supervisors to approve the Implementation Agreement with NFP for the period of performance of July 1, 2015, through June 30, 2018.

On July 31, 2018, on Minute Order 3.45, the Board of Supervisors approved a Letter of Agreement with NFP, awarding the County \$1,819,270 to support the expansion of the NFP model.

On August 27, 2019, on Minute Order 3.24, the Board of Supervisors approved the NFP Implementation Agreement for the period of performance of July 1, 2019, through June 30, 2022.

Riverside County Ordinance 459 allows county departments to enter into agreements with organizations that are state or federally mandated for specific participation and contracted services without obtaining competitive bids. Approval from the Board of Supervisors is required for activities that exceed \$50,000. The request before the Board is to authorize the Implementation Agreement that is state mandated.

ATTACHMENTS:

ATTACHMENT A. Implementation Agreement with Nurse-Family Partnership



Douglas Ordóñez Jr. 6/19/2023



Gregg Gu, Chief Deputy County Counsel 6/14/2023

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period July 1, 2022, through June 30, 2025, is by and between County of Riverside, a Political Subdivision of the State of California, on behalf of Riverside University Health System-Public Health ("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 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 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 and Subcontractor(s) serve.
- F. Whereas, Network Partner 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), which is attached and incorporated herein.
- G. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Network Partner 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 that implements the Program under the direction of the Network Partner and under the terms of a contract between Network Partner and such entity.
 2. "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.
 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 Network Partner or Subcontractor(s).
 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 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.
 10. "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."
 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.
 13. "Program Network Partner" or "PNP" means any private, state, or local organization responsible for implementing the NFP Program within a specific geographical area.
 14. "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.
 15. "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.
 16. "Covered Individuals" means those individuals who satisfy screening requirements of Section IX.A.1 and 2.
- 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,
- CA_RiversideCounty_NFPAgrmt_Exp20250630 Page 2 of 42

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, Subcontractor, 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 or Subcontractor.

- 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 and Subcontractor(s) 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 or Subcontractor(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 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 Network Partner or Subcontractor(s). In any event, all software and NFP DCS Website content, excluding Network Partner's or Subcontractor(s)' data, shall remain the sole property of NFP.
- B. NFP will provide support to help Network Partner and Subcontractor(s) implement the Program as described in Exhibit C, Nurse-Family Partnership Support for a Network Partner, attached and incorporated herein.
- 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 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, 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

1000
1000
1000
1000
1000

1000
1000
1000
1000
1000

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, including access to data containing PHI, on behalf of Network Partner to California Home Visiting Program (CHVP) and on behalf of Subcontractor to California Home Visiting Program (CHVP) in a manner that would not violate HIPAA if done by Network Partner. Network Partner shall obtain the necessary authorization from Subcontractor to allow NFP to provide access to Subcontractor's data to the named recipient(s).
- H. Exhibit E, HIPAA Business Associate Addendum (the "BAA") is hereby attached and incorporated into this Agreement.
- I. NFP shall make available, upon at least thirty (30) days' written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such existing books, documents and records as are deemed by both Parties to be necessary to certify the nature and extent of NFP's costs related to this Agreement. All such books, documents and records shall be maintained by NFP for at least five years following termination of this Agreement and be available for audit by the Network Partner upon at least thirty (30) days' written request. Requests for information must be narrowly tailored to the purpose of the disclosure.

III. NETWORK PARTNER OBLIGATIONS

- A. Network Partner must receive NFP's prior approval before implementing the program through one or more subcontractors. The Network Partner will notify NFP within ten (10) days of the full execution of its subcontracts. Network Partner will notify NFP upon the cancellation of any subcontract or upon the transfer of responsibilities to a new subcontractor.
 - B. Network Partner will make best efforts and will require Subcontractor(s) to make best efforts to implement the Program with Fidelity to the Model and shall undertake the steps described in Exhibit F, Network Partner Responsibilities, attached and incorporated herein, to do so.
 - C. Network Partner shall notify NFP within three (3) business days of learning of funding decisions that may materially affect Network Partner's or Subcontractor's delivery of the Program and/or impact Clients' ability to complete the Program.
 - D. Network Partner will take all appropriate steps and will require 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.
 - E. Network Partner 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.
 - F. Network Partner will ensure and will require Subcontractor(s) to ensure that its 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
- CA_RiversideCounty_NFPAgrmt_Exp20250630 Page 5 of 42

Clients and resuming Program delivery. Network Partner and Subcontractor(s) 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, Network Partner 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 Network Partner and/or Subcontractor(s).

- H. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Network Partner 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 Network Partner's or Subcontractor(s)' request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- I. Network Partner and/or Subcontractor(s) shall inform NFP of Network Partner 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 Network Partner, Subcontractor(s), or jointly by any combination of Network Partner, Subcontractor(s), and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- J. Network Partner 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) Network Partner and Subcontractor(s) use the reproductions solely for Program implementation, and (3) Network Partner and/or Subcontractor(s) do not sell or otherwise distribute the reproductions to any third party not involved in Network Partner'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 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 and Subcontractor(s) may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- K. NFP represents to Network Partner and Network Partner understands and agrees that all Proprietary Property and all associated intellectual property rights are owned

1950年

1951年

exclusively by NFP and its licensors. Network Partner and Subcontractor(s) 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 and Subcontractor(s) may not duplicate, distribute, or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Network Partner and Subcontractor(s) 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.

- L. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Network Partner must and shall require its Subcontractor(s) 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 and Subcontractor(s) are located. Network Partner shall, and shall require its Subcontractor(s) to, take all actions necessary to incorporate the Nurse-Family Partnership marks and name into any Network Partner and Subcontractor(s) material associated with the Program. In all marketing materials related to the Program, Network Partner and Subcontractor(s) shall use the Nurse-Family Partnership name and ensure that its program will be 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 a Program Network Partner 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 Network Partner and Subcontractor. Network Partner and Subcontractor fees will be invoiced to Network Partner when participants attend the in-person or remote 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 held remotely or 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 Licensing and Program Support. This is an annual fee, which is due on the Effective Date and each contract anniversary date thereof and is based on the number of funded Nurse Home Visitors per Team. (This fee replaces what were once two separate fees, now combined, that were named: "Annual Program Support Fee" and "Nurse Consultation Fee.") The number of Nurse Home Visitors per team is the number of funded nurse home visitor positions which will directly serve clients (whether a position is filled or currently vacant is irrelevant when determining team size). The fees are consistent per team regardless of the number of teams at any location. Effective 7/1/2023, NFP will no longer provide discounts/different pricing for 2nd teams. Additional teams will be billed at the same rate as 1st teams.

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 existing 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. Maximum payments by Network Partner to NFP shall not exceed two hundred fifty five thousand dollars (\$255,000) in the aggregate, including all expenses. The Network Partner is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. NFP is not obligated to provide services for which related fees would exceed the total aggregate contract amount.
- E. NFP shall invoice Network Partner for services provided to Network Partner and Subcontractor based upon the fee schedule set forth in Exhibit D, 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 D 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.
- F. Invoices will be sent to:
- Network Partner: Riverside County Department of Public Health
Attention: Stephanie Bryant, PHN/MCAH Director
Address: PHN/MCAH Branch
4065 County Circle Drive, Suite 208
Riverside, CA 92503
- Telephone: 951-358-5516
Email: sbryant@ruhealth.org
- Please check this box if you would prefer to receive invoices by email
- G. Network Partner shall send payments, identifying the NFP invoice, within 30 days of invoice to the address below. Upon written agreement by the parties, 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 June 30, 2025, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. **Non-Appropriations.** The Network Partner's obligation for payment of this Agreement beyond the current fiscal year end and NFP's obligation to provide corresponding services are contingent upon and limited by the availability of Network Partner funding from which payment can be made, and invoices shall be rendered quarterly in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the Network Partner shall arise for payment of future fees and services beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Network Partner shall immediately notify NFP in writing; and this Agreement shall be deemed terminated, have no further force, and effect. Network will remain liable for fees for services already provided by NFP through the effective date of termination.
- C. **Term Extension.** Upon July 1, 2025, and each anniversary of that date, this Agreement may be extended for an additional year through a written amendment signed by both parties.
- D. **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 thirty (30) days.
- E. **Network Partner Termination for Lack of Funding; Convenience.** If Network Partner terminates the Agreement for any reason other than for an uncured, NFP breach, the Network Partner will act in the best interests of its Clients and the following provisions shall apply:
 - 1. Network Partner and/or Subcontractor(s) shall stop enrolling Clients as of the date Notice is given to NFP.
 - 2. Network Partner and/or Subcontractor(s) shall make best efforts to ensure that all Clients, enrolled at the time when Network Partner gives NFP a notice of termination, are given the opportunity to complete the Program at Network Partner or Subcontractor(s)' location(s) or are transferred to another Program Network Partner. If there are no NFP programs in the area, Network Partner and Subcontractor(s) shall make best efforts to ensure clients are transferred to another program that can meet their needs.
 - 3. Network Partner and/or Subcontractor(s) 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 NSO no more than three days after communication has occurred.
 - 4. When a new program to which NFP clients can be transferred has been identified, Network Partner and/or Subcontractor(s) will work directly with that program's administrator to ensure the optimal transfer of Clients.
 - 5. When Clients are discharged, Network Partner and/or Subcontractor(s) shall provide Clients with contact information for the most up-to-date community

100
100
100
100
100
100
100

100
100
100
100
100
100
100

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 ensure the Client has enough time to effectively respond to the situation.

6. If nurses will lose their jobs due to layoffs, the Network Partner and/or Subcontractor(s) 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

F. 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.

G. 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.

H. 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

SECRET

SECRET

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. Independent Contractor/Employment Eligibility. NFP is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the Network Partner. It is expressly understood and agreed that NFP (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which Network Partner employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and NFP shall hold Network Partner harmless from any and all claims that may be made against Network Partner based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that NFP in the performance of this Agreement is subject to the control or direction of Network Partner merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
 - 1. NFP warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. NFP shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. NFP shall retain all such documentation for all covered employees, for the period prescribed by the law.

2. Ineligible Person shall be any individual or entity who is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
3. NFP shall screen prospective Covered Individuals prior to hire or engagement. NFP shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. NFP shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless NFP has performed such screening on same Covered Individuals under a separate agreement with Network Partner within the past six (6) months. NFP shall notify the Network Partner within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
4. NFP acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with the Network Partner in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If NFP becomes aware that a Covered Individual has become an Ineligible Person, NFP shall remove such individual from responsibility for, or involvement with, Network Partner business operations related to this Agreement.
5. NFP shall notify the Network Partner within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

B. Hold Harmless/Indemnification. NFP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services provided by NFP, its officers, employees, subcontractors, agents or representatives arising out of this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. NFP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

1. With respect to any action or claim subject to indemnification herein by NFP, NFP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Network Partner; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes NFP indemnification to Indemnitees as set forth herein.
2. NFP's obligation hereunder shall be satisfied when NFP has provided to the Network Partner the appropriate form of dismissal relieving the Network Partner from any liability for the action or claim involved.
3. The specified insurance limits required in this Agreement shall in no way limit or circumscribe NFP's obligations to indemnify and hold harmless the Indemnitees

三
二
一
四
五
六
七
八
九
十

一
二
三
四
五
六
七
八
九
十

herein from third party claims.

C. Insurance. Without limiting or diminishing the NFP's obligation to indemnify or hold the Network Partner harmless, NFP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

1. Workers' Compensation:

a) If NFP has employees as defined by the State of California, NFP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

2. Commercial General Liability:

a) Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of NFP's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

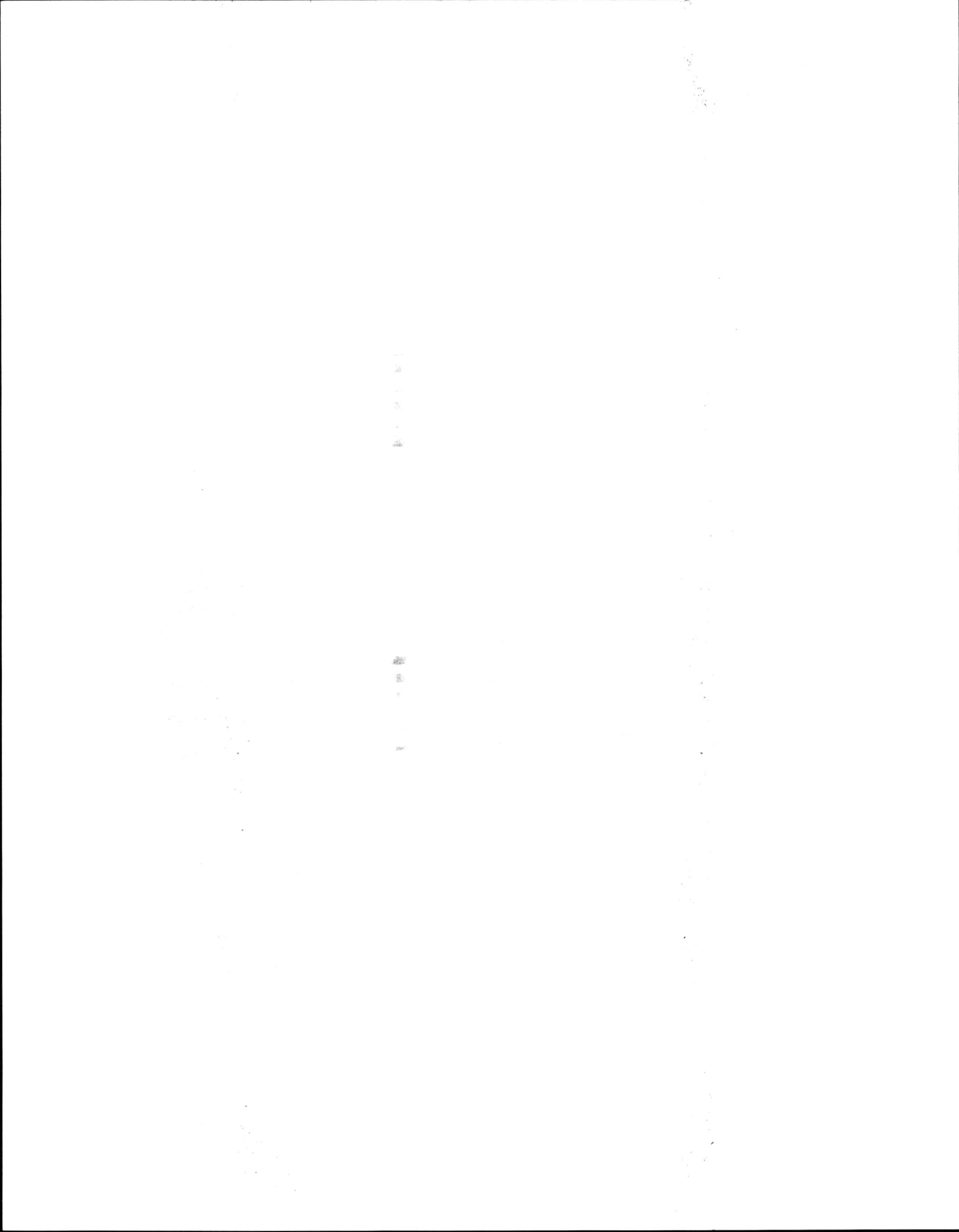
a) If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then NFP shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

4. Professional Liability:

a) NFP shall maintain Professional Liability Insurance providing coverage for the NFP's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If NFP's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and NFP shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that NFP has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. Cyber Liability:

a) NFP shall procure and maintain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage



shall be sufficiently broad to respond to the duties and obligations as are undertaken by NFP in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6. If NFP maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by NFP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.
7. General Insurance Provisions - All lines:
 - a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - b) NFP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, NFP's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - c) NFP shall cause NFP's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. NFP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
 - d) It is understood and agreed to by the parties hereto that NFP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or

deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by NFP has become inadequate.
- f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- g) NFP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

D. 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 commercially reasonable, good faith 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.

E. 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: 303-327-4240
 Facsimile: 303-327-4260
 Email:
 Charlotte.MinHarris@NurseFamilyPartnership.org

With a copy to:
 Nurse-Family Partnership
 1900 Grant Street, Suite400
 Denver, CO 80203
 Attention: General Counsel
 Telephone: 303-327-4271
 Facsimile: 303-327-4260
 Email:
 Elizabeth.Jasper@NurseFamilyPartnership.org

1951年11月

1951年11月

For Network Partner:

Original to:
Riverside County Department of
Public Health
Public Health Nursing/MCAH Branch

4065 County Circle Drive, Suite 208
Riverside, CA 92503
Attention: Stephanie Bryant, Interim
PHN/MCAH Director
Telephone: 951-358-5616
Email: sbryant@ruhealth.org

With a Copy to
Riverside County Department of
Public Health
Procurement & Logistics, Contract
Administration
4065 County Circle Drive
Riverside, CA 92503
Attention: Contracts
Telephone: 951-358-5907
Email: phcontracts@ruhealth.org

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.

- F. 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.
- G. 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.
- H. 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.
- I. No Third-Party Beneficiary. This Agreement does not create any third-party beneficiary rights in any person or entity, including without limitation, financing institutions.
- J. 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.
- K. 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.

2
3
4

5
6
7

- L. 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.
- M. 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.
- N. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of California. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of California and the forum and convenience of the state and federal courts thereof.
- O. 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.
- P. Counterparts and Electronic 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. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code
- Q. 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

DocuSigned by:
By: Charlotte Min-Harris
Signature

Charlotte Min-Harris,
President & CEO
(Printed Name & Title)

Date: 8/16/2022 5/13/2023

For Network Partner:

County of Riverside

By: [Signature]
Signature

Kevin Jeffries,
Chairman, Board of Supervisors
(Printed Name & Title)

Date: 6/27/23

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY [Signature] 5/24/23
ESEN E SAINZ DATE

Faint, illegible text in the upper left quadrant of the page.

Faint, illegible text in the middle left quadrant of the page.

Faint, illegible text in the lower left quadrant of the page.

Vertical text or markings on the right side of the page, possibly a page number or header.

Vertical text or markings on the right side of the page, possibly a page number or header.

EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS

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

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

- Element 15. Nurse Home Visitors and Program Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP Data Collection System (“DCS”) in a timely manner.
- Element 16. Nurse Home Visitors and Program Supervisors use data and NFP reports to assess and guide Program Implementation, enhance Program quality, and demonstrate Program Fidelity and inform clinical practice and supervision.
- Element 17. 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. APPROVED IMPLEMENTATION SUBCONTRACTOR(S)

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

None

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

三
五
七
九
一

二
四
六
八
十

EXHIBIT C. NURSE-FAMILY PARTNERSHIP SUPPORT FOR 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 workspace;
 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 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 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 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 artwork 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 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 Program

Network Partners 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 a Program Network Partner. 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 Program Network Partner and NFP Nurse Consultants will collaborate to create a CSP with action items that include both NFP responsibilities and Program Network Partner responsibilities.
- B. A CSP serves as a tool for both the Program Network Partner and NFP to monitor progress towards mutually agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the Program Network Partner 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 Program Network Partner. Progress on goals will be assessed regularly during consultation calls.
- C. After a CSP is finalized, the NFP will provide Program Network Partner 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.

1950

1951

1952

1953

1954

1955

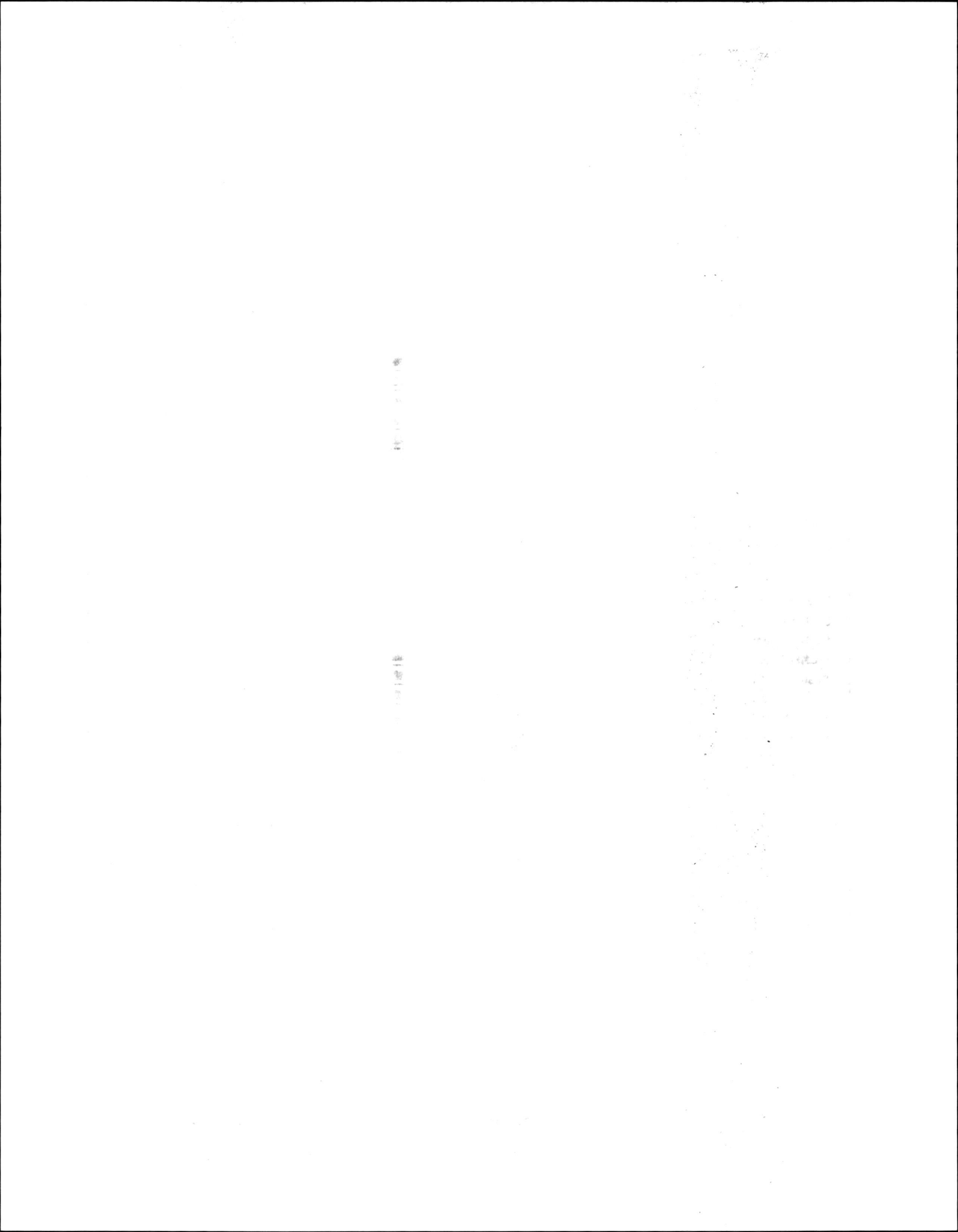
1956

1957

EXHIBIT D. 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 in-person or virtual training session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$5,254.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$5,412.00	
1/1/2024	12/31/2024	\$5,683.00	
Program Supervisor Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$950.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$979.00	
1/1/2024	12/31/2024	\$1,028.00	
Program Supervisor Unit 2 Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$825.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$850.00	
1/1/2024	12/31/2024	\$893.00	
Administrator Standard Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$621.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$540.00	
1/1/2024	12/31/2024	\$672.00	
Administrator Optional Session Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$290.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$299.00	
1/1/2024	12/31/2024	\$314.00	
NHV Educational Materials Fee (Invoiced upon completion of in-person or virtual training NHV education session)			
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2022	12/31/2022	\$667.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$687.00	
1/1/2024	12/31/2024	\$721.00	
Program Supervisor Replacement Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2022	6/30/2023	\$3,566.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
7/1/2023	6/30/2024	\$3,673.00	
7/1/2024	6/30/2025	\$3,783.00	
Team Addition Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
7/1/2022	6/30/2023	\$20,374.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
7/1/2023	6/30/2024	\$21,393.00	
7/1/2024	6/30/2025	\$22,035.00	
Regional Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure



7/1/2022	6/30/2023	\$25,468.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
7/1/2023	6/30/2024	\$26,741.00	
7/1/2024	6/30/2025	\$27,543.00	

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 funded Nurse Home Visitors per team)
Two NHV Team 7/1/2022	6/30/2023	\$20,568.00	(Price is set on contract anniversary date)
Two NHV Team 7/1/2023	6/30/2024	\$21,600.00	
Two NHV Team 7/1/2024	6/30/2025	\$22,248.00	
Three NHV Team 7/1/2022	6/30/2023	\$21,420.00	
Three NHV Team 7/1/2023	6/30/2024	\$22,704.00	
Three NHV Team 7/1/2024	6/30/2025	\$23,388.00	
Four NHV Team 7/1/2022	6/30/2023	\$22,260.00	
Four NHV Team 7/1/2023	6/30/2024	\$23,820.00	
Four NHV Team 7/1/2024	6/30/2025	\$24,528.00	
Five NHV Team 7/1/2022	6/30/2023	\$23,112.00	
Five NHV Team 7/1/2023	6/30/2024	\$24,960.00	
Five NHV Team 7/1/2024	6/30/2025	\$25,956.00	
Six NHV Team 7/1/2022	6/30/2023	\$23,964.00	
Six NHV Team 7/1/2023	6/30/2024	\$26,124.00	
Six NHV Team 7/1/2024	6/30/2025	\$27,168.00	
Seven NHV Team 7/1/2022	6/30/2023	\$24,816.00	
Seven NHV Team 7/1/2023	6/30/2024	\$27,048.00	
Seven NHV Team 7/1/2024	6/30/2025	\$28,128.00	
Eight NHV Team 7/1/2022	6/30/2023	\$25,668.00	
Eight NHV Team 7/1/2023	6/30/2024	\$28,104.00	
Eight NHV Team 7/1/2024	6/30/2025	\$29,316.00	

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 funded Nurse Home Visitors per team)
Two NHV Team 7/1/2022	6/30/2023	\$18,720.00	
Three NHV Team 7/1/2022	6/30/2023	\$19,572.00	
Four NHV Team 7/1/2022	6/30/2023	\$20,424.00	
Five NHV Team 7/1/2022	6/30/2023	\$21,264.00	
Six NHV Team 7/1/2022	6/30/2023	\$22,116.00	
Seven NHV Team 7/1/2022	6/30/2023	\$22,968.00	
Eight NHV Team 7/1/2022	6/30/2023	\$23,820.00	

EXHIBIT E. HIPAA BUSINESS ASSOCIATE ADDENDUM

Attachment I

HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Nurse-Family Partnership

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of



11
12
13
14
15

16
17
18
19
20

at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, CA_RiversideCounty_NFPAgrmt_Exp20250630

disclosure, modification, or destruction of information or interference with system operations in an information system.

- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.