

# **NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT**

This Agreement ("Agreement"), for the period July 1, 2008, through June 30, 2009, is by and between \_\_\_\_\_ ("Agency") and Nurse-Family Partnership ("NFP"), a Colorado nonprofit corporation, (together the "Parties.")

## **RECITALS:**

- A. The Parties understand and agree that 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. The Parties understand and agree that 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. The Parties understand and agree that Program implementation by Agency should be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Agency desires and intends to implement the Program to serve low-income, first-time mothers in the geographic area it serves and to be known to the public as Nurse-Family Partnership.
- E. NFP desires and intends to guide and support the Program implementation process in order to help Agency obtain Program Benefits for the mothers and children that Agency serves.
- F. Accordingly, the Parties wish to enter into this Agreement in order to memorialize the mechanisms and means by which Agency shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both of the 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. "CIS" means the Clinical Information System that NFP makes available to Agency, into which Agency staff enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
  - 2. "CIS Website" means the secure Internet URL through which Agency personnel can access the CIS to enter data and obtain certain reports and other services.
  - 3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.

4. "Colorado NFP Coordination Team" means the group that collaborates to oversee and support implementation of the NFP Program in Colorado: Colorado Department of Public Health and Environment, The National Center for Children, Families, and Communities at the University of Colorado at Denver and Health Sciences Center, Invest in Kids, and NFP.
  5. "Commencement Date" means \_\_\_\_\_, 2008, which is estimated to be the first day of the month after the date upon which Nurse Home Visitors employed by Agency first begin to visit Clients.
  6. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements (see Exhibit A) and therefore maximizing the likelihood of achieving results comparable to those measured in research.
  7. "Home Visit Guidelines" means a written guide or guides for how a Nurse Home Visitor schedules and conducts visits with Clients during their participation in the Program.
  8. "Location" means the work address of a Program Supervisor.
  9. "Program Supervisor" means a person who supervises up to eight full-time-equivalent Nurse Home Visitors who implement the Program on behalf of Agency.
  10. "Reporting Entity" means a Location, Team, or combination of Locations and Teams for which one set of Evaluation Reports are prepared by NFP.
  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 part- to full-time Program Supervisor and the Nurse Home Visitors who report to the Program Supervisor.
- B. "Proprietary Property" means all of (i) the Program, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the Logo and the goodwill associated therewith, and (iv) 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 all modifications, additions, updates, and derivative works thereof and all of the rights of NFP associated with this property. Proprietary Property shall also mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement solely by one or more of Agency and/or NFP and which are incorporated into the Program or Proprietary Property.
- C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

## II. NFP OBLIGATIONS

- A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. 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 of the rights to any Proprietary Property, whether modified or not by any Agency. In any event, all software and CIS Website content, excluding Agency's and other agencies' data shall remain the sole property of NFP.

- B. NFP and its partner organization, Invest in Kids, will provide support to help Agency implement the Program as described in Exhibit B, Nurse-Family Partnership Support for an Agency.
- C. NFP shall submit invoices to Agency for services provided to Agency, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services.
- D. NFP may, from time to time, after obtaining approval from the Colorado NFP Coordination Team, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. NFP may provide the public with information about Agency's NFP-related Research, publications and presentations.
- E. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- F. NFP understands that pursuant to this Agreement, NFP and its employees may have access to patients' Protected Health Information ("PHI") and Agency's business information. NFP acknowledges that this information has a high level of confidentiality, and NFP and its employees agree to keep all information made available to its employees confidential and not to disclose this information. NFP will instruct its employees/staff/affiliates to follow Agency's policies regarding patient and business confidentiality. Further, NFP acknowledges that Agency is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, NFP warrants and represents that NFP is in compliance with HIPAA and all relevant federal statutes, rules, regulations, and applicable interpretive rulings promulgated under HIPAA, or will become compliant to regulations and requirements effective at future dates according to the applicable timetables. Exhibit D, HIPAA Business Associate Addendum, is hereby incorporated in this Agreement. Failure by NFP to comply with this provision and the provisions of Exhibit D, HIPAA Business Associate Addendum, shall result in immediate and automatic termination of this Agreement without penalty or cost to Agency. NFP will cooperate with any Agency program(s) instituted in the future to bring Agency into compliance with HIPAA.

### III. AGENCY OBLIGATIONS

- A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, in order to do so.
- B. Agency will take all appropriate steps to maintain client confidentiality and obtain any necessary written client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.

- C. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.
- D. Agency will ensure that nurses whom it employs to implement that Program are able to provide care to clients in a manner consistent with the NFP Visit Guidelines.
- E. When requested by NFP, Agency will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model.
- F. In order to avoid becoming involved in Research that conflicts with implementing the program with Fidelity to the Model, Agency will request NFP's permission prior to participating in any Research initiated by a party other than NFP. NFP will review and approve or disapprove Agency's request for participation in such Research on a timely basis and will not unreasonably withhold such approval.
- G. Agency will inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP, always giving due credit to the both Parties and recognizing the rights of the individuals doing the work.
- H. Agency will supply NFP with all applicable Catalog of Federal Domestic Assistance (CFDA) codes if Federal funds are used to pay NFP for services it provides to Agency under the terms of this Agreement.
- I. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.
  - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the Nurse-Family Partnership Home Visitor education materials in sets referred to as follows:
    - a) Pregnancy Facilitators and Handouts
    - b) Infancy Facilitators and Handouts
    - c) Toddler Facilitators and Handouts
  - 2. The handouts bear notices indicating copyright by any of the following:
    - a) University of Colorado
    - b) University of Colorado Health Sciences Center
    - c) University of Colorado at Denver and Health Sciences Center
    - d) Nurse-Family Partnership
  - 3. NFP has the right to grant permission to reproduce materials specified above and that bear the University copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the

Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.

4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
  5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- J. Agency will use the Proprietary Property for the purpose of carrying out Agency's obligations under this Agreement and will not modify any Proprietary Property without the express written permission of NFP. Agency will protect all Proprietary Property that belongs to NFP or its licensors. Agency will not duplicate and will prohibit distribution of or access to Home Visit Guidelines and the CIS to any individual or organization not party to the implementation, administration, and operation of the Program. Agency agrees to make no changes or alterations to the CIS software, and to allow only trained, authorized users to access the CIS Website. If a person leaves Agency's employ, Agency will retrieve all Proprietary Property that the person may have in their possession.

#### IV. FEES AND PAYMENT

- A. The amount payable under this Agreement is estimated to be:
1. \$5,028 for Set-Up Fees plus \$\_\_\_\_\_ for the initial NFP education of \_\_\_\_ Program Supervisors and \_\_\_\_ Nurse Home Visitors for the period from July 1, 2008, through the Commencement Date;
  2. Fees for the initial NFP education of Program Supervisors and Nurse Home Visitors, if any, plus a fee for Technical Assistance for the period from the Commencement Date through \_\_\_\_\_, 2009 (the Technical Assistance Fee due will be equal to \$8,068 times the proportion of one year represented by the period from the Commencement Date through \_\_\_\_\_, 2009);
  3. If this Agreement is extended for an additional year, fees for the initial NFP education of Program Supervisors and Nurse Home Visitors, if any, plus \$8,310 for Technical Assistance and plus a fee for Ongoing Nurse Education, for the period from July 1, 2009, through June 30, 2010 (the Ongoing Nurse Education Fee due will be equal to \$1,439 times the proportion of one year represented by the period from the Commencement Date through \_\_\_\_\_, 2009);
  4. If this Agreement is extended again for an additional year, fees for the initial NFP education of Program Supervisors and Nurse Home Visitors, if any, plus \$8,559 for Technical Assistance and \$1,482 for Ongoing Nurse Education, for the period from July 1, 2010, through June 30, 2011.
- B. NFP shall invoice, without limitation, for services provided to Agency based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.
- C. Invoices will be sent to:

Attention:  
Telephone:  
Facsimile:  
Email:

- D. Agency will send payments, identifying the NFP invoice, within 30 days of invoice to:  
Nurse-Family Partnership  
Attention: Finance Department  
1900 Grant Street, Suite 400  
Denver, CO 80203

## V. TERM AND DEFAULT

- A. Term of Agreement. This Agreement shall remain in full force and effect for one year from July 1, 2008, unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Term Extension. Upon July 1, 2009, and annually thereafter, this Agreement shall automatically extend for an additional year unless either party has provided not less than sixty (60) days notice to the other of its intention to terminate the Agreement on the upcoming anniversary date.
- C. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the term defined in Paragraph **Error! Reference source not found.** of this Section V. 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 Agency or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- D. Default. A party shall be in default under this Agreement if a party (i) breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) the bankruptcy of a party.
- E. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both of the Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.
- F. Effect of Termination.
1. If this Agreement is terminated by notice of one party to the other, Agency will pay NFP for all work performed up to the date of termination and all non-cancelable obligations incurred in accordance with this Agreement. Payment shall be due within thirty (30) days of termination.
  2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.

3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
  - a) Agency will no longer have access to CIS or the CIS Website;
  - b) All software and CIS Website content, excluding data which has been collected by Agency in the course of implementing the Program, shall remain the sole property of NFP;
  - c) NFP may retain a record of all data which has been collected by Agency in the course of implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
  - d) Agency and NFP will continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
  - e) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;
  - f) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and
  - g) Agency will cease to implement the Program and will cease to represent that it is implementing the Program.

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

#### VII. LIABILITY.

- A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent allowed by law.
- B. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party.

VIII. ASSIGNMENT. Except as provided herein, this Agreement, and the rights and obligations hereunder, is not assignable or transferable by either party without the prior written consent of the other party.

#### IX. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld. If consent or approval is required by an employee of a party, the party who employs such employee shall cause the employee to give or withhold such consent or approval in accordance with this Paragraph. If no response is received by the requesting party within ten business days after delivery of the applicable request, consent shall be deemed given.
- B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing

and delivered by overnight courier or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

For NFP:

Original to:

Nurse-Family Partnership  
1900 Grant Street, Suite400  
Denver, CO 80203  
Attention: Chief Executive Officer

Telephone: 303-327-4274  
Facsimile: 303-327-4260  
Email:

Tom.Jenkins@NurseFamilyPartnership.org

With a copy to:

Nurse-Family Partnership  
1900 Grant Street, Suite400  
Denver, CO 80203  
Attention: Chief Planning &  
Administrative Officer

Telephone: 303-327-4247  
Facsimile: 303-327-4260  
Email:

Sandy.Dunlap@NurseFamilyPartnership.org

For Agency:

Original to:

With a copy to:

Attention:  
Telephone:  
Facsimile:  
Email:

Attention:  
Telephone:  
Facsimile:  
Email:

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

- C. Binding Upon Successors and Assigns. This Agreement, and all covenants, terms, provisions, and agreements contained herein, shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.
- D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.
- F. No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any person or entity.
- G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly

authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.

- H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.
- I. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.
- J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.
- K. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.
- L. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- M. Applicable Law. This Agreement shall be governed by and construed according to the internal laws of the State of Colorado. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Colorado and the forum and convenience of the state and federal courts thereof.
- N. Survival. The terms and condition of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- O. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

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

For Agency:  
**[Type in Name of Contracting Entity]**

By: \_\_\_\_\_  
Wallace P. Dunlap, Chief Planning &  
Administrative Officer

By: \_\_\_\_\_  
**[Type in Name, Title]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal EIN: 20-0234163

## **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.

Most Colorado implementing agencies are striving to enroll women in the program by 16 weeks' gestation and no later than 28 weeks, because early enrollment is associated with deeper Program engagement and likely effectiveness. The Colorado statute allows women to enroll later in pregnancy and in the early postpartum period, but results for those women may vary from the results achieved in the trials.

Element 1 Client participates voluntarily in the Nurse-Family Partnership program.

Element 2 Client is a first-time mother. (*CO Rules state "no previous live births"*).

Element 3 Client meets low- income criteria at intake. (*CO Rules state "a woman with an annual income that does not exceed two hundred percent of the federal poverty level"*).

Element 4 Client is enrolled in the program early in her pregnancy and receives her first home visit by no later the end of the 28<sup>th</sup> week of pregnancy. (*CO Rules state "Enrolled in the program during pregnancy or prior to the end of the first month of the baby's life. Preference will be given to women who enroll in the program prior to the 28<sup>th</sup> 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.

Element 7 Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the current Nurse-Family Partnership Guidelines.

Element 8 Nurse Home Visitors and Nursing Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing. (*CO Rules state "Nurse is a person licensed as a professional nurse pursuant to 12-38-102, CRS, et seq., or accredited by another state or voluntary agency that the state board of nursing has identified by rule pursuant to 12-38-108(1)(a), CRS, as one whose accreditation may be accepted in lieu of board approval." CO Rules also state "Nurse Supervisor means a nurse with a master's degree in nursing or public health, unless the implementing entity can demonstrate that such a person is either unavailable within the community or an appropriately qualified nurse without a master's degree is available"*).

Element 9 Nurse Home Visitors and Nursing Supervisors complete core educational sessions required by NFP NSO and deliver the intervention with fidelity to the NFP Model.

Element 10 Nurse Home Visitors, using professional knowledge, judgment and skill, apply the Nurse-Family Partnership Visit Guidelines individualizing them to the strengths and challenges of each family and apportioning time across defined program domains.

Element 11 Nurse Home Visitors apply the theoretical frameworks that underpin the program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods

Element 12 A full time Nurse Home Visitor carries a case load of no more than 25 active clients.

Element 13 A full-time Nursing Supervisor provides supervision to no more than 8 individual Nurse Home Visitors

Element 14 Nursing Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

Element 15 Nurse Home Visitor and Supervisors collect data as specified by the NFP NSO and use NFP Reports to guide their practice, assess and guide program implementation, inform clinical supervision, enhance program quality, and demonstrate program fidelity.

Element 16 Nurse-Family Partnership Implementing Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.

Element 17 Nurse-Family Partnership Implementing Agency convenes a long-term Community Advisory Board that meets at least quarterly to promote a community support system to the program and to promote program quality and sustainability.

Element 18 Adequate support and structure shall be in place to support Nurse Home Visitors and Nursing Supervisors to implement the program and to assure that data is accurately entered into the data base in a timely manner.

## **EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY**

To help Agency implement the Program with Fidelity to the Model, NFP and/or Invest in Kids provide the following support to Agency on an ongoing basis:

- I. NFP and Invest in Kids provide support to help Agency prepare to implement the Program including:
  - A. Materials to help Agency:
    1. Select, set up, and maintain Agency's work space;
    2. Establish and maintain telecommunications and computer capabilities;
    3. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
    4. Build and maintain a network of sources who may refer low-income, first-time mothers to Agency;
    5. Facilitate enrollment of Clients;
    6. Build and maintain a network of social services that can provide support to Agency's Clients;
    7. Work with media;
    8. Inform the community and build support for Agency, the Program, and Program Benefits;
    9. Establish and maintain strong, stable, and sustainable funding for Agency operations.
  - B. A CIS users' manual for Agency, which provides instructions describing what data must be collected for the CIS by Agency staff, how that data must be entered into the CIS, and how reports can be obtained. NFP may modify the CIS users' manual from time to time and will provide Agency with updated versions on a timely basis.
  - C. Access to an Internet-based discussion forum with other entities that are implementing the Program.
  - D. A visit to Agency by a member of Invest in Kids staff to offer direct consultation on Program implementation.
- II. NFP and Invest in Kids provides ongoing support to Agency via telephone, email, and/or visits to agency during Program implementation and operation, including:
  - A. Consultation with respect to topics such as human resources, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
  - B. Clinical consultation for Program Supervisors and Nurse Home Visitors;
  - C. Consultation regarding data collection, entry, management, and interpretation.
  - D. On-site consultation as is mutually deemed necessary and appropriate.
- III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Agency of such modifications on a timely basis.
- IV. NFP provides education to 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 CIS, including data collection, entry, management, and interpretation;
  - C. Implementation of the Program using the NFP Visit Guidelines and associated tools and materials;
  - D. Knowledge and skills needed by the NFP Program Supervisor; and
  - E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Agency.

- V. NFP provides Home Visit 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 Home Visit Guidelines from time to time and will provide Agency with updated versions on a timely basis.
  
- VI. NFP provides support for Agency's use of the CIS, including:
  - A. Monitoring the Agency's data collection and entry activity and quality and providing feedback to Agency as appropriate;
  - B. Maintaining and supporting CIS software;
  - C. Upgrading CIS software when deemed necessary by NFP; and
  - D. Technical assistance via telephone or e-mail to support Agency's use of the CIS.
  
- VII. NFP provides implementation reports and evaluation reports at such times as NFP deems commercially reasonable and necessary to meet the needs of Agency and entities to which Agency may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
  - A. Agency activity. Reports designed primarily for Program Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
  - B. Quality improvement. Reports aimed to help Agency improve Fidelity to the Model including reports designed (i) to assist Program Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help NFP staff assess how Agencies are performing with respect to Fidelity to the Model.
  - C. Program outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to Agency's particular circumstances.
  - D. These reports are available on a pre-defined schedule or from the CIS Website on demand. NFP may modify these reports from time to time.
  
- VIII. NFP will provide art work and color and usage guidelines to help Agency develop and produce communications materials that properly use the NFP trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by NFP.
  
- IX. From time to time, NFP may engage either internal or external auditors to evaluate the performance of the Agency. Agency will cooperate fully with any quality audit that is undertaken by or on behalf of NFP.

**EXHIBIT C. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES**

NFP fees for services provided under this Agreement will be as follows:

<b>Set-Up Fees</b>		
Invoiced on the Effective Date of this Agreement		
Set-Up Fee Description	Total Price	Unit of Measure
Clinical Information System Set-Up	\$1,304.00	One time per Reporting Entity
Program Development Set-Up	\$3,724.00	One time per Location
Initial support to help Agency staff prepare to implement the Program.		

<b>Nurse Home Visitor Education Fee</b>			
Initial NFP Nurse Home Visitor Education, Units 1, 2, 3 and 4.			
Invoiced when an NFP Nurse Home Visitor or NFP Supervisor registers for Unit 1.			
Credit toward educating the replacement of an NHV who has left the Agency prior to completing NFP education is available as follows: Unit 1 Completed - 65%; Unit 2 Completed - 30%; Unit 3 or higher - 0%			
Price Effective Date	End Date	Total Price	Unit of Measure
7/1/2008	6/30/2009	\$3,615.00	One time per NHV or Supervisor
7/1/2009	6/30/2010	\$3,723.00	
7/1/2010	6/30/2011	\$3,835.00	

<b>NFP Program Supervisor Education Fee</b>			
Initial NFP Supervisor education, Units 1 & 2. All NFP Supervisors must also attend NHV Education.			
Invoiced when an NFP Supervisor registers for Supervisor Unit 1.			
Credit toward educating the replacement of a Supervisor who has left the Agency prior to completing NFP education is available as follows: Unit 1 Completed - 50%; Unit 2 Completed - 0%			
Price Effective Date	End Date	Total Price	Unit of Measure
7/1/2008	6/30/2009	\$652.00	One time per Supervisor
7/1/2009	6/30/2010	\$672.00	
7/1/2010	6/30/2011	\$692.00	

<b>NHV Educational Materials Fee</b>			
NFP Home Visit Guidelines and supporting materials for nurse home visitors			
Invoiced when an NFP Nurse Home Visitor or NFP Program Supervisor registers for Unit 1.			
Price Effective Date	End Date	Total Price	Unit of Measure
7/1/2008	6/30/2009	\$459.00	One time per NHV Trainee
7/1/2009	6/30/2010	\$473.00	
7/1/2010	6/30/2011	\$487.00	

<b>Annual Technical Assistance Fee</b>			
Program development & management support, professional development support, Clinical Information System usage and support, implementation reports, evaluation reports (pregnancy, infancy, toddler, and combined), usage of the Nurse Family Partnership name, logo, and related materials			
Invoiced annually on the Price Effective Date.			
Price Effective Date	End Date	Total Price	Unit of Measure
7/1/2008	6/30/2009	\$8,068.00	Per Agency per Year
7/1/2009	6/30/2010	\$8,310.00	
7/1/2010	6/30/2011	\$8,559.00	

<b>Annual Ongoing Nurse Education Fee</b>			
Ongoing NFP nurse home visitor training, resource library, conference calls, web forums, and regular updating of NFP Home Visit Guidelines and supporting materials.			
Invoiced annually on the Price Effective Date.			
Price Effective Date	End Date	Total Price	Unit of Measure
7/1/2008	6/30/2009	zero	Per Team per Year
7/1/2009	6/30/2010	\$1,439.00	
7/1/2010	6/30/2011	\$1,482.00	

## EXHIBIT D. HIPAA BUSINESS ASSOCIATE ADDENDUM

- I. The U.S Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”). The Agency, as a “Covered Entity” as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
- II. “*Protected health information*” (“PHI”) means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical, and financial information that relates to the past, present, or future physical or mental health or condition on an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which Agency believes could be used to identify the individual.
  - A. “*Electronic protected health information*” means PHI that is transmitted by electronic media or maintained in electronic media.
  - B. “*Security incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- III. NFP is considered a Business Associate of Agency, as NFP either: (A) performs certain functions on behalf of or for Agency that may involve the use or disclosure of protected individually identifiable health information by Agency to NFP, or the creation or receipt of PHI by NFP on behalf of Agency; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for Agency involving the disclosure of PHI.
- IV. NFP agrees that all PHI obtained as a result of this Agreement shall be kept confidential by NFP, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this Agreement and addendum.
- V. NFP agrees to use or disclose PHI solely (A) for meeting its obligations under this Agreement, or (B) as required by law, rule or regulation or as otherwise permitted under this Agreement of the HIPAA Privacy Rule.
- VI. The parties acknowledge that data that may be (but is not with certainty) PHI and is collected during the term of this Agreement for NFP’s reporting and evaluation of (a) Agency’s implementation of the Program, (b) comparison of Agency’s implementation of the Program with implementation by other entities, and (c) regional and national patterns and trends in Program implementation. Returning this data is not feasible. Therefore, NFP shall extend the protections of this Agreement to such data and/or PHI and limit further uses and disclosures of such data and/or PHI to those set out in this agreement for so long as NFP maintains such data and/or PHI. If it becomes necessary for NFP to use the data and/or PHI in any manner other than what is contemplated in this Agreement, NFP agrees to consult with and obtain the permission of the Agency.
- VII. In the course of providing the services to Agency under the terms of this agreement, NFP will be enabling the Prevention Research Center for Family and Child Health (“PRC”) and the National Center for Children, Families, and Communities (“NCCFC”), organizations which are part of the University of Colorado at Denver and Health Sciences Center, to access data that may be PHI for the purposes of research, analysis, and reporting. NFP will ensure that its PRC and its employees, NCCFC and its employees, and NFP’s agents, employees, subcontractors or others to whom it provides PHI received by or created by NFP on behalf of Agency agree to the same restrictions and conditions that apply to NFP with respect to such information. NFP also agrees to take all reasonable steps to ensure that its employees’, agents’ or subcontractors’ actions or omissions do not cause NFP to breach the terms of this Addendum. NFP will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement and Addendum.

- VIII. NFP shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to Agency.
- IX. NFP shall make available such information in its possession which is required for Agency to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to NFP, NFP shall forward such request to Agency within two (2) days of such receipt. NFP shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. NFP shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
- X. NFP shall make PHI available to Agency upon request in accordance with 45 CFR 164.524.
- XI. NFP shall make PHI available to Agency upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- XII. NFP shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by NFP on behalf of Agency available to the Secretary of the U.S. DHHS for purposes of determining Agency's compliance with the HIPAA Privacy Rule.
- XIII. Compliance with Security Regulations: In addition to the other provisions of this Addendum, if NFP creates, receives, maintains, or transmits electronic PHI on Agency's behalf, NFP shall:
- A. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Agency;
  - B. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
  - C. Report to Agency any security incident of which it becomes aware.
- XIV. NFP agrees to indemnify and hold Agency harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by NFP, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement.
- XV. Notwithstanding any other provision of the Agreement, Agency shall have the right to terminate the Agreement immediately if Agency determines that NFP has violated any material term of this Exhibit D.

## EXHIBIT E. AGENCY RESPONSIBILITIES

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

- I. Agency will:
  - A. Set up and maintain an appropriate work space for staff who are to implement the Program;
  - B. Establish and maintain appropriate telecommunications and computer capabilities for staff;
  - C. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
  - D. Build and maintain a network of referral sources who may refer low-income, first-time mothers to Agency;
  - E. Enroll clients that meet the criteria specified in the Model Elements.
  - F. Build and maintain a network of social services that can provide support to Agency's Clients;
  - G. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Agency;
  - H. Inform the community and build support for Agency, the Program, and Program Benefits;
  - I. Build and maintain strong, stable, and sustainable funding for Agency operations.
  - J. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.
  
- II. Agency will keep Invest in Kids informed, who will inform the Colorado NFP Coordination Team, of implementation issues that arise.
  
- III. Agency will ensure that all Program Supervisors, nurses, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP.
  
- IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed education on the Program, Program Benefits, Model Elements, use of the CIS, and implementation of the Program for mothers who are pregnant.
  
- V. Agency will implement the Program in accordance with Home Visit Guidelines including:
  - A. Ensure enrollment of 23 to 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
  - B. Ensure that each full-time Nurse Home Visitor carries a caseload of not more than 25 active families;
  - C. Maintain the established visit schedule; and
  - D. Ensure that the essential Program content as described in the Home Visit Guidelines is covered with Clients by Nurse Home Visitors.
  
- VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of the CIS and for communication with NFP by email.
  
- VII. Agency will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on client visits and enter it in the CIS completely and accurately within one week of each client visit and (b) enter any other data for the CIS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain client

confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary. Failure of Agency to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

- VIII. Agency will ensure that Program Supervisors:
- A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;
  - B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility;
  - C. Run activity reports and quality improvement reports from the CIS Website on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of program operations; and develop and implement action plans based on such assessments.
- IX. Agency will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.
- X. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, Invest in Kids staff will meet with Agency supervision and mutually develop a Performance Improvement Plan.