

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

COLLEEN CHAWLA, Director



AGENDA August 1, 2023

OFFICE OF THE AGENCY DIRECTOR

1000 San Leandro Boulevard, Suite 300

San Leandro, CA 94577

TEL (510) 618-3452

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June 12, 2023

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

**SUBJECT: APPROVE THE NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT
BETWEEN NURSE-FAMILY PARTNERSHIP AND ALAMEDA COUNTY PUBLIC HEALTH
DEPARTMENT, FAMILY HEALTH SERVICES, HEALTH CARE SERVICES AGENCY**

RECOMMENDATION:

Approve the Nurse-Family Partnership Implementation Agreement (Procurement Contract No. 25858) between Alameda County Public Health Department and Nurse-Family Partnership National Service Organization (Principal: Charlotte Min-Harris; Location: Denver, Colorado) to provide evidence-based home visiting training and consultation services, in the amount of \$100,000 for the period from 7/1/23 – 6/30/26.

DISCUSSION/SUMMARY:

The Alameda County Public Health Department, Maternal, Paternal, Child and Adolescent Health (MPCAH) unit, Nurse-Family Partnership (NFP) program has entered into a Nurse-Family Partnership Implementation Agreement with Nurse-Family Partnership, National Service Organization (NSO) in the amount of \$100,000 for the period of July 1, 2023, through June 30, 2026. The purpose of this agreement is to provide evidence-based home visiting training and support for the NFP staff to implement home visiting services that addresses the diverse needs of children and families in communities at risk, promote maternal health and well-being, improve infant and child health development, strengthen family functioning and cultivate strong communities. This contract is being fully funded by the California Department of Public Health (CDPH), California Home Visiting Program (CHVP).

The Patient Protection and Affordable Care Act of 2010 established the Maternal, Infant and Early Childhood Home Visiting Program to provide an opportunity for collaboration and partnership at the federal, state, and community levels to improve health outcomes for families who reside in at-risk communities through evidence-based home visiting programs. In 2010, CDPH, MPCAH Division took the lead role in California in responding to the early childhood visiting program grant defined by law and developing the required state-wide home visiting needs assessment and initiating planning efforts. The MPCAH Division selected two evidence-based home visiting models for possible implementation in California: Nurse-Family Partnership and Healthy Families America and developed the California Home Visiting Program (CHVP) as a result. Alameda County was one of the local health jurisdictions chosen as responsible for implementing a Nurse-Family Partnership home visiting program in accordance with Federal and State requirements to achieve positive outcomes at that time. The requirement for

implementation includes mandatory training for new NFP Nurse Home Visitors, NFP Nurse Manager, and MPCAHA Administrator. In addition, the NFP NSO Nurse Consultant provides consultation and support to the NFP Nurse Manager to ensure fidelity to the NFP evidence-based model. Since the implementation of CHVP, ACPHD has contracted with NFP NSO as per the program's requirements.

SELECTION CRITERIA/PROCESS

Nurse-Family Partnership (NFP) was selected by the CDPH, MPCAHA Division based on findings from the Home Visiting Evidence of Effectiveness Review Study that gave NFP the most favorable ratings for primary outcomes in the benchmark areas. The MPCAHA Division and the NFP NSO requires that Alameda County Public Health Department, NFP must have an agreement with NFP NSO to implement the evidence-based home visiting model and requires that County NFP staff participate in NFP training and receive consultation from NFP NSO to make sure that fidelity to the model is maintained. NFP NSO developed the home visiting model, is the sole proprietor and the only organization that can train and consult County NFP staff on the appropriate implementation of the model with Sole Source # 9201 approved on June 1, 2023, by the General Services Agency (GSA) valid through June 30, 2026. NFP NSO is recommended for the contract. NFP NSO is a non-profit community-based organization and is exempt from the Small, Local and Emerging Business (SLEB) requirements. Office of Acquisition Policy at GSA approved the Small Local Emerging Business Waiver (# 8985) valid through June 30, 2026.

FINANCING

Funding for this recommendation (\$100,000) comes from federal funds and is included in the ACPHD Fiscal Year 2023-24 approved budget. Acceptance of these recommendations will have no impact on net County cost.

VISION 2026 GOAL

Providing evidence-based home visiting training and consultation services to Alameda County staff serving the residents of Alameda County meets the 10X goal pathways of **Healthcare for All** in support of our shared vision of **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:

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For Colleen Chawla, Director
Health Care Services Agency

Nurse-Family Partnership Implementation Agreement

This Agreement ("Agreement"), for the period July 1, 2023 (the "Effective Date") through June 30, 2026, is by and between County of Alameda on behalf of its Alameda County Public Health Department ("County") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP"), sometimes hereafter referred to as "Party" individually or "Parties" collectively.

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 County 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, County desires and intends to implement the Program to serve low-income, first-time mothers in County'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 County obtain Program Benefits for the mothers and children that County serves.
- F. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which County shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both Parties for this purpose.

AGREEMENT:

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

I. DEFINITIONS.

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

2. "Administrator" means a County employee(s) with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management of County's implementation of the Program.
 3. "Client" means a low-income, first-time mother who is enrolled in County's implementation of the Program.
 4. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
 5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in Research.
 6. "Electronic Visit-to-Visit Guidelines™" or "E-Guidelines™" means NFP's written guidance for how a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
 7. "Location" means the work address of a Program Supervisor.
 8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by County who spends at least 20 (twenty) hours per week, or 0.5FTE, whichever is greater, delivering the Program to Clients.
 9. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of County. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
 10. "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
 11. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor. A half-time supervisor can supervise up to four (4) Nurse Home Visitors.
 12. "Program County" or "PNP" means a means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
 13. "NFP Community Website" means the website hosted by the national office of NFP at which County personnel may access resources related to the Program.
 14. "Nursing Practice Manager" 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 County on matters related to the Program.
- B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof, 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 County 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 County.

Proprietary Property shall not include (i) County's confidential, non-public data entered separately for the California Home Visiting Program (CHVP) or (ii) materials developed by County without direct participation by NFP.

- 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 County a non-exclusive limited right and license to use the Proprietary Property for carrying out County's obligations under this Agreement in the geographic area within which County's Nurse Home Visitors serve Clients. County shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the collected data, Research, and current modalities of Program delivery. NFP will provide County with reasonable notice of Program modifications. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by County. In any event, all software and NFP DCS content, excluding County's data, shall remain the sole property of NFP.
- B. NFP will provide the support described in Exhibit B, Nurse-Family Partnership Support, attached and incorporated herein, to help County implement the Program.
- C. NFP shall submit invoices to County for services provided to County, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services, attached and incorporated herein.
- D. NFP may, from time to time, request that County 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 County.
- E. NFP, independently or jointly with County, may publish or present NFP-related information or Program results in Research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work. NFP will not identify County in these materials without County's prior written authorization.
- F. NFP shall provide data and reporting services on behalf of County to California Department of Public Health, California Home Visiting Program in a manner that would not violate HIPAA if done by County. If none, enter "None" within the brackets.
- G. Exhibit D, HIPAA Business Associate Addendum (the "BAA") is hereby attached and incorporated into this Agreement.
- H. NFP understands that pursuant to this Agreement, NFP and its employees may have access to Clients' Protected Health Information ("PHI"), as defined in Exhibit D (HIPAA Business Associate Agreement), and County's business information. NFP acknowledges

that this information is confidential, and NFP and its employees agree to keep all information made available to its employees confidential and not to disclose this information. NFP shall instruct its employees/staff/affiliates to follow County's policies regarding patient and business confidentiality. Further, NFP acknowledges that County 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 represents that NFP is in compliance with HIPAA and all relevant federal statutes, rules, regulations, and applicable interpretive rulings promulgated under HIPAA, or shall become compliant to regulations and requirements effective at future dates according to the applicable timetables. Exhibit D, HIPAA Business Associate Agreement, 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 County. NFP shall cooperate with any County program(s) instituted in the future to bring County into compliance with HIPAA.

III. COUNTY OBLIGATIONS.

- A. County will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, County Responsibilities, attached and incorporated herein, to do so.
- B. County shall notify NFP within ten (10) business days of learning of funding decisions that may materially affect County's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. County will take all appropriate steps to maintain Client confidentiality and obtain any necessary written Client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- D. County assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.
- E. County's Nurse Home Visitors, Program Supervisors, and Administrators shall complete all required NFP Education. Nurse Home Visitors and Program Supervisors who leave the Program for two (2) years or longer and then return must attend NFP Education before visiting Clients and resuming Program delivery. County shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines™.
- F. When requested by NFP, County will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to County.
- G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, County 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 County's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.

- H. County will inform NFP of County 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 County, or jointly by County and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- I. County 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) County uses the reproductions solely for Program implementation, and (3) County does not sell or otherwise distribute the reproductions to any third party not involved in County's implementation of the Program.
 - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines™. These are available electronically/digitally in the online eGuidelines system
 - 2. The published materials bear notices indicating copyright by any of the following:
 - a) University of Colorado
 - b) University of Colorado Health Sciences Center
 - c) University of Colorado at Denver and Health Sciences Center
 - d) Nurse-Family Partnership
 - 3. NFP has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
 - 4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
 - 5. County may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- J. NFP represents to County and County understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. County shall use the Proprietary Property solely for carrying out County'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. County may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. County may allow only trained, NFP-authorized users to access the NFP DCS. County shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.

- K. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. County agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program. NFP and County 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 County is located. County shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any County material associated with the Program. In all marketing materials related to the Program, County shall take all reasonable actions to use the Nurse-Family Partnership name and make its Program readily recognizable to the public as an integral part of the Nurse-Family Partnership.

IV. FEES AND PAYMENT.

- A. Fees associated with NFP services in support of a Program County are as follows:

1. Education Services. NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and County Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and Administrator working for the County. Fees will be invoiced to County 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) County 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 County 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 County's use of third-party data collection systems will be in addition to the NFP County Licensing and 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) Nursing Practice Manager. Contributes to costs associated with a NFP Nursing Practice Manager 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 County adds a new Team at a new geographical location.
- B. Fee prices are subject to change in accordance with Section IV D. below.
- C. All fees are based upon NFP's standard terms of invoicing and payment, as follows:

1. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 2. NFP Program Partner Program Support Fee is invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 3. Program Supervisor Replacement Fee is invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 4. Team Addition Fee (same location) is invoiced on the approved Start Date of the new Team. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 5. Regional Expansion Fee (new location) is invoiced on the approved Start Date of the new Team. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
- D. NFP shall invoice County for services provided to County based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. The attached fee schedule sets out prices for the next two years of services. Pricing for subsequent years will be provided to County upon availability. 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 County at least one year prior to any such change becoming effective.
- E. Invoices will be sent to:

County: Alameda County Public Health Department
Attention: Jill Miller
Address: 1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577

Telephone: _____

Email: MPCAHAdmin@acgov.org

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

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

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

V. TERM AND DEFAULT.

- A. **Term of Agreement.** This Agreement shall remain in full force and effect through June 30, 2026, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. **Term Extension.** This Agreement may be extended beyond the initial 3-year Term upon mutual written agreement of the County and NFP.
- C. **Early Termination.** The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the Term, because it requires approximately three years for the Clients to complete the Program. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the Term or an extension thereof, either County or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- D. **County Termination for Lack of Funding; Convenience.** If County terminates the Agreement for any reason other than for an uncured, NFP breach, then the following provisions shall apply:
1. County will stop enrolling Clients as of the date notice is given to NFP.
 2. County shall make best efforts to give all Clients enrolled at the time County gives NFP a notice of termination the opportunity to complete the Program at County or transfer them to another NFP Implementing County. If there are no other NFP programs in the area, County shall make best efforts to transfer Clients to another program that can meet their needs, if such programs exist.
 3. If such programs exist, County shall demonstrate best efforts by communicating with at least three home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with the National Service Office ("NSO") no more than three days after communication has occurred.
 4. When a new program to which Clients can be transferred has been identified, County will work directly with that program's administrator to provide for the optimal transfer of Clients.
 5. When Clients are discharged, County shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.
 6. If Nurse Home Visitors will lose their jobs due to layoffs, the County shall reach out to the NSO for support in relocating these nurses to other NFP sites, which the NSO will do when such relocation is appropriate and possible.
- E. **Default.** A Party shall be in default under this Agreement (i) if a Party breaches a material provision of this Agreement, which breach is not cured to the non-breaching Party's reasonable satisfaction within thirty (30) days of written notice given to the breaching Party by the non-breaching Party or (ii) upon the bankruptcy of a Party.
- F. **Remedies upon Default.** The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.

G. Effect of Termination.

1. If the Agreement is terminated, County 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) County will no longer have access to the NFP DCS;
 - b) County shall stop enrolling new Clients;
 - c) County shall work with the NFP Nursing Practice Manager 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 County 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) County 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 County'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 County by NFP or that have come into County's possession from other sources must be returned to NFP or destroyed; and
 - h) County 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 County. 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 County, either party may initiate dispute resolution through any avenue permitted in law or in equity, provided, however, that in no case shall County be subject to binding arbitration or other form binding of alternative dispute resolution.

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, subject, however, to the provisions set forth in Section IX.P. (Indemnification) and Section IX.Q. (Patient and Copyright Indemnity).
- 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.

Unless expressly 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. County 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. County shall not engage or utilize the services of any subcontractor to perform any of County's services hereunder without the prior written consent of NFP. If County engages a Subcontractor(s) to perform any of County's obligations hereunder, County shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on County by this Agreement.

IX. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall be requested in writing and not be unreasonably withheld. If consent or approval is required by an employee of a Party, the Party who employs such employee shall use at least commercially reasonable efforts to cause the employee to give or withhold such consent or approval in accordance with this paragraph. If no response is received by the requesting Party within ten business days after delivery of the applicable request, consent shall be deemed given.
- B. Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered by overnight courier or certified mail, postage prepaid, return receipt requested, or when sent by electronic mail, receipt confirmed, to the receiving Party at the following addresses:

For NFP:

Original to:
Nurse-Family Partnership
1900 Grant Street, Suite 400
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, Suite 400
Denver, CO 80203
Attention: Chief Legal Officer
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email:
Elizabeth.Jasper@NurseFamilyPartnership.org

For County:

Original to:
Alameda County Public Health Department
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577
Attention: Anna Gruver
Telephone (510) 667-4334

With a Copy to:
Alameda County Public Health Department
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577
Attention: Jill Miller
Telephone: (510) 821-4079

Facsimile: (510) 618-1973
Email: Anna.Gruver@acgov.org

Facsimile: (510) 273-3984
Email: jill.miller@acgov.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.

- 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 and signed consent of an authorized representative 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, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- E. Responsibility for Debts and Obligations. Neither Party shall be responsible either directly or indirectly for any of the debts or obligations of the other Party except as provided under this Agreement.
- F. No Third-Party Beneficiary. This Agreement does not create any third-party beneficiary rights in any person or entity, including without limitation, financing institutions.
- G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.
- H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No Party shall have the power to control the activities or operations of another Party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No Party shall hold itself out as having authority or relationship in contravention of this Paragraph.
- I. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.
- J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.

- K. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- L. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of Colorado. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Colorado and the forum and convenience of the state and federal courts thereof.
- M. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- N. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this Agreement shall be deemed an original and binding upon the Party against whom enforcement is sought.
- O. Social Impact Bonds. The Parties acknowledge and agree that, because of nature of the outcome payments associated with social impact bonds and other “pay for success” arrangements, investors will be more likely to select programs with proven records and evaluation techniques that maximize the chances of demonstrating positive outcomes, such as the Program. Recognizing that investors may want to have more control over Program implementation to shore up investment, County shall request NFP’s prior written consent before entering into any such agreements, including responses to solicitations for such agreements.
- P. Indemnification. To the fullest extent permitted by law, NFP shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively “Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving NFP of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
- Q. Patent and Copyright Indemnity. NFP represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“NFP Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. NFP shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any NFP Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify NFP promptly of such claim, suit, or assertion; (2) permit NFP to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable NFP to do so. NFP shall not agree without County’s prior written

consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the NFP Products.

1. If NFP is obligated to defend County pursuant to this Section VII and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and NFP shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 2. In the case of any such claim of infringement, NFP shall either, at its option, (1) procure for County the right to continue using the NFP Products; or (2) replace or modify the NFP Products so that they become non-infringing, but equivalent in functionality and performance.
 3. Notwithstanding this Section VII, County retains the right and ability to defend itself, at its own expense, against any claims that NFP Products infringe any patent, copyright, or other intellectual property right.
- R. Insurance and Bond. NFP shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in Exhibit G, attached and incorporated herein, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit G shall be considered an additional insured or loss payee if applicable. All of NFP's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. NFP's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. NFP's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
- S. Workers' Compensation. NFP shall provide Workers' Compensation insurance, as applicable, at NFP's own cost and expense and further, neither NFP nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
- T. Equal Employment Opportunity Practices Provisions. NFP assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
1. NFP shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 2. NFP shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees

because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

3. If requested to do so by the County, NFP shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 4. NFP shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 5. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 6. NFP shall include the provisions set forth in paragraphs 1 through 5 (above) in each of its subcontracts with Vendors performing any work in Alameda County.
- U. Drug Free Workplace: NFP and NFP's employees shall comply with the County's policy of maintaining a drug free workplace. Neither NFP nor NFP's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If NFP or any employee of NFP is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the NFP within five (5) days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
- V. NFP shall meet insurance requirements as specified under Exhibit G.
- W. Audits. NFP is a vendor providing services that support County's implementation of the Nurse-Family Partnership® program. County pays NFP for these services at an agreed-upon rate, on a fee for service basis. NFP shall establish and maintain on a current basis records of accounts, invoices, receipts and vouchers of expenses in support of invoices, in form and content in accordance with Generally Accepted Accounting Practices in the US. NFP shall furnish to County, its authorized agents, officers or employees such other evidence or information as County may require with regard to any expenditure or disbursement charged to County by the NFP. NFP grants County a right to audit, with reasonable notice, those records that are directly related to determining that fees paid by County to NFP have been invoiced accurately under the terms of this Agreement. If this paragraph conflicts with any other provisions in the Agreement, this paragraph will take precedence.

Access to Records: NFP shall have an annual audit, at its own expense, by an independent audit firm to coincide with its fiscal year. NFP publicly discloses its annual Audited Financial Statements at <http://www.nursefamilypartnership.org/about/financial-information>.

X. Debarment and Suspension Certification:

1. By signing this Agreement and Exhibit F, Debarment and Suspension Certification, NFP agrees to comply with applicable federal suspension and debarment regulations,

including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

2. By signing this Agreement, NFP certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

Y. Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

Z. 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: 6/12/2023

For County:

County of Alameda

By: Nate Wiley
Signature

**PRESIDENT OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA**
(Printed Name & Title)

Date: 8/15/23

Approved as to form:
Donna R. Ziegler, County Counsel

DocuSigned by:
By: K. Joon Oh
K. Joon Oh, Deputy County Counsel

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 County is 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. County 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. County convenes a long-term Community Advisory Board that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.
- Element 19. Adequate organizational support and structure shall be in place to support Nurse Home Visitors and Program Supervisors to implement the Program with Fidelity to the Model.

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR COUNTY

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

- I. NFP provides support to help County prepare to implement the Program including:
 - A. Materials to help County:
 1. Select and set up County's work space;
 2. Establish telecommunications and computer capabilities;
 3. Recruit and hire Program Supervisors, Nurse Home Visitors, and administrative support staff;
 4. Establish a network of sources who may refer low-income, first-time mothers to County;
 5. Facilitate enrollment of Clients;
 6. Establish a network of social services which can provide support to County's Clients;
 7. Work with media;
 8. Inform the community and build support for County, the Program, and Program Benefits;
 9. Establish strong, stable, and sustainable funding for County operations.
 - B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by County's staff, how that data must be entered into NFP DCS, and how reports can be obtained. NFP may modify the NFP DCS users' manual from time to time and will provide County 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 County by a member of NFP staff to offer direct consultation on Program implementation.
- II. NFP provides ongoing support to County 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 County 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 County.
- 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 County with updated versions on a timely basis.
- VI. NFP provides support for County's use of the NFP DCS, including:
 - A. Monitoring the County's data collection and entry activity and quality and providing feedback to County 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 County'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 County and entities to which County may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
 - A. County 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 County 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 County is 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 County's particular circumstances.
 - D. These reports are available on a pre-defined schedule or from the NFP DCS Website on demand. NFP may modify the Program Reports from time to time.
- VIII. NFP will provide art work and color and usage guidelines to help County 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 County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening Fidelity to the Model, NFP staff will meet with County's supervisors and staff and mutually develop a Collaborative Success Plan ("CSP"). From time to time, NFP may engage either internal or external auditors to evaluate the performance of the County. County 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 County and other 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 County. 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 County and NFP Nursing Practice Manager collaborate to create a CSP with action items that include both NFP responsibilities and the Program County's responsibilities.
- B. A CSP serves as a tool for both the Program County 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 County 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 County. Progress on goals will be assessed regularly during consultation calls.
- C. After a CSP is finalized, the NFP will provide the Program County with full-time access to it. The CSP includes documentation of shared goals and progress on action items. CSPs are reviewed quarterly at a minimum, and more often as needed.

EXHIBIT C. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

NFP FEES FOR THE FIRST THREE 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	No. of Staff	Amount
1/1/2023	12/31/2023	\$5,412.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)	1	\$5,412
1/1/2024	12/31/2024	\$5,683.00			
1/1/2025	12/31/2025	\$5,967.00			
Program Supervisor Education Fee (Invoiced upon completion of in-person or virtual training session)					
Price Effective Date*	End Date	Unit Price	Unit of Measure		
1/1/2023	12/31/2023	\$979.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)		
1/1/2024	12/31/2024	\$1,028.00			
1/1/2025	12/31/2025	\$1,079.00			
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		
1/1/2023	12/31/2023	\$850.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)	1	\$850
1/1/2024	12/31/2024	\$893.00			
1/1/2025	12/31/2025	\$938.00			
Administrator Standard Education Fee (Invoiced upon completion of in-person or virtual training session)					
Price Effective Date*	End Date	Unit Price	Unit of Measure		
1/1/2023	12/31/2023	\$640.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)	1	\$640
1/1/2024	12/31/2024	\$672.00			
1/1/2025	12/31/2025	\$706.00			
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		
1/1/2023	12/31/2023	\$299.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)		
1/1/2024	12/31/2024	\$314.00			
1/1/2025	12/31/2025	\$329.00			
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		
1/1/2023	12/31/2023	\$687.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)	2	\$1,374
1/1/2024	12/31/2024	\$721.00			
1/1/2025	12/31/2025	\$757.00			
Program Supervisor Replacement Fee (Invoiced at the time of occurrence)					
Price Effective Date	End Date	Unit Price	Unit of Measure		
7/1/2023	6/30/2024	\$3,673.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)		
7/1/2024	6/30/2025	\$3,783.00			
7/1/2025	6/30/2026	\$3,896.00			
Team Addition Expansion Fee (Invoiced at the time of occurrence)					
Price Effective Date	End Date	Unit Price	Unit of Measure		
7/1/2023	6/30/2024	\$21,393.00			

7/1/2024	6/30/2025	\$22,035.00	One time per Expansion per Occurrence per Team		
7/1/2025	6/30/2026	\$22,696.00	(Price is set on contract anniversary date)		
Regional Expansion Fee (Invoiced at the time of occurrence)					
Price Effective Date	End Date	Unit Price	Unit of Measure	No. of Staff	Amount
7/1/2023	6/30/2024	\$26,741.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)		
7/1/2024	6/30/2025	\$27,543.00			
7/1/2025	6/30/2026	\$28,369.00			
				Total	\$8,276

Section II: Annual Fees							
NFP County Annual Program Support Fee <i>per team</i> (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	7/1/2023	6/30/2024	\$21,600.00	(Price is set on contract anniversary date)			
Two NHV Team	7/1/2024	6/30/2025	\$22,248.00				
Two NHV Team	7/1/2025	6/30/2026	\$22,908.00				
Three NHV Team	7/1/2023	6/30/2024	\$22,704.00				
Three NHV Team	7/1/2024	6/30/2025	\$23,388.00				
Three NHV Team	7/1/2025	6/30/2026	\$24,084.00				
Four NHV Team	7/1/2023	6/30/2024	\$23,820.00				
Four NHV Team	7/1/2024	6/30/2025	\$24,528.00				
Four NHV Team	7/1/2025	6/30/2026	\$25,272.00				
Five NHV Team	7/1/2023	6/30/2024	\$24,960.00				
Five NHV Team	7/1/2024	6/30/2025	\$25,956.00				
Five NHV Team	7/1/2025	6/30/2026	\$26,736.00				
Six NHV Team	7/1/2023	6/30/2024	\$26,124.00				
Six NHV Team	7/1/2024	6/30/2025	\$27,168.00				
Six NHV Team	7/1/2025	6/30/2026	\$27,984.00				
Seven NHV Team	7/1/2023	6/30/2024	\$27,048.00		1	\$27,048	
Seven NHV Team	7/1/2024	6/30/2025	\$28,128.00		1	\$28,128	
Seven NHV Team	7/1/2025	6/30/2026	\$28,980.00		1	\$28,980	
Eight NHV Team	7/1/2023	6/30/2024	\$28,104.00				
Eight NHV Team	7/1/2024	6/30/2025	\$29,316.00				
Eight NHV Team	7/1/2025	6/30/2026	\$30,192.00				
					Sect. I & II Total	\$92,432	
Note: \$7,568 difference is a buffer for potential unaccounted expenses.					Contract Total	\$100,000	

EXHIBIT D
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Nurse-Family Partnership, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business

Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, [use](#), or [Disclosure of Protected Health Information](#) which compromises [the security](#) or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to

satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Nurse Family Partnership

By (Signature): DocuSigned by:
Charlotte Min-Harris
CEFF077D37A58DC

Print Name: Charlotte Min-Harris

Title: President & CEO

EXHIBIT D. - ADDENDUM
HIPAA BUSINESS ASSOCIATE ADDENDUM

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

- B. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.
- C. As would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by County or as required by applicable law, rule or regulation.
- D. For Data Aggregation purposes for the Health Care Operations of County.
- E. For use in NFP's operations as described in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXII. Miscellaneous:

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

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

EXHIBIT E. COUNTY RESPONSIBILITIES

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

- I. County shall:
 - A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
 - B. Set up and maintain an appropriate work space for staff who are to implement the Program;
 - C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
 - D. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
 - E. Establish, maintain, keep current, and improve its network of referral sources who will refer low-income, first-time mothers to County;
 - F. Enroll Clients that meet the criteria specified in the Model Elements.
 - G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to County's Clients;
 - H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by County;
 - I. Inform the community and build support for County, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
 - J. Establish and maintain strong, stable, and sustainable funding for County operations and seek new funding streams to sustain and expand the Program.
 - K. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.
- II. County will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.
- III. County will ensure that all Administrators, Program Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP in its reasonable discretion.
- IV. County will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed Unit II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and implementation of the Program for mothers who are pregnant.
- V. County will implement the Program in accordance with the E-Guidelines™ including:
 - A. Ensure enrollment of 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
 - B. Ensure that each full-time Nurse Home Visitor carries a caseload of at least 25 active families; and
 - C. Ensure that the essential Program content as described in the E-Guidelines™ is addressed with Clients by Nurse Home Visitors.

- VI. County is not allowed to expand the number of nurse home visitors without approval from NFP. When planning to increase the number of nurse home visitors, County will inform NFP by emailing the below address and will be briefed on the process and requirements by NFP's Network Development Department:

programdevelopment@nursefamilypartnership.org

- VII. County will ensure the availability of appropriate, fully functioning computer systems and software at County's location for use of the NFP DCS and to communicate with NFP by email.
- VIII. County will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on Client visits and enter it into the NFP DCS completely and accurately within five (5) business days of visiting the Client, and (b) enter any other data for NFP DCS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain Client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, and business associate agreements, as necessary. Failure of County to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- IX. County will ensure that Program Supervisors:
- A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;
 - B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility; and
 - C. Run activity reports and quality improvement reports from the NFP DCS on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed to enhance the overall quality of program operations; and develop and implement action plans based on these assessments, team meetings and case conferences, in accordance with the Model Elements.
- X. County will ensure that Administrators:
- A. Support the Team as appropriate;
 - B. Review annual outcome and fidelity measures to assess the status of Program implementation;
 - C. Review capacity and sustainability regularly;
 - D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to the NSO for additional training;
 - E. Make best efforts to support the Community Advisory Board ("CAB"), and
 - F. Maintain an ongoing commitment to the professional development and education of Nurse Home Visitors and provide opportunities for additional training, when applicable.
- XI. If a situation arises in which County has no openings available for Client enrollment and is maintaining a waiting list, while another Program County is simultaneously operating in the same geographical location and has openings, then, in accordance

with the NFP goal of providing Program Benefits for the maximum number of vulnerable families, County will cooperate with the other Program County and will refer those unenrolled families for enrollment in the Program.

- XII. County 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 County's implementation of the Program.
- XIII. NFP will periodically assess the extent to which County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening Fidelity to the Model, NFP staff will meet with County supervision and mutually develop a plan to do so.

EXHIBIT F

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Nurse Family Partnership

PRINCIPAL: Charlotte Min-Harris TITLE: President & CEO

SIGNATURE: DocuSigned by:
Charlotte Min-Harris DATE: 6/12/2023

EXHIBIT G

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party) or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Alameda County Social Services/Contracts Office, 2000 San Pablo Avenue, 4th Floor, Oakland, CA 94612 Attn: Insurance Unit With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	



OFFICE OF AQUISITION POLICY (OAP)

24127

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaiuers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (<https://alcoweb.acgov.org/gsaapps/slebwaiuer/ppp.htm>)

PO Checklist (<https://alcoweb.acgov.org/gsaapps/slebwaiuer/po.htm>)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

<input checked="" type="checkbox"/> Requesting Department	<input type="checkbox"/> GSA Procurement managing the competitive process		
Department: <input type="text" value="Public Health"/>	Primary Requestor*: <input type="text" value="Ariana Frazier"/>	Email: <input type="text" value="Ariana.Frazier2@acgov.org"/>	Telephone #: <input type="text" value="(510)667-4341"/>
(Optional)	Secondary Requestor**: <input type="text" value="Jesus Verduzco"/>	Email: <input type="text" value="Jesus.Verduzco@acgov.org"/>	Telephone #: <input type="text"/>
GSA Procurement/Auditor:	Contact Name: <input type="text" value="GSA-Buyer"/>	Email: <input type="text" value="GSA-Buyer@acgov.org"/>	Telephone #: <input type="text" value="(510)208-9600"/>

2. Recommended Vendor

PO#:

REQ#:

Country

Street

City:

State:

Zip:

3. Procurement Type (check all appropriate boxes below):

☒ New Contract ☐ Renewal Contract ☐ Contract Amendment-Term ☐ Contract Amendment-Value ☐ Other

4. Total PO/Contract Value (including increase, if

; Increase Value (if any)

5. Goods/Services Procurement Description:

To provide extensive training, nurse consultation, materials and tools for NFP nurse manager and nurse home visitors to implement evidence-based home visiting services to fidelity that addresses the diverse needs of children and families in communities at risk, promote maternal health and well-being, improve infant and child health development, strengthen family functioning and cultivate strong communities.

6. Brief explanation of why goods/services are required:

To produce program benefits for low-income, first-time mothers and their children residing in Alameda County, the NFP program must be implemented based on key model elements that are explicitly highlighted in Exhibit A of the contract. The model, its materials, and tools are proprietary property of NFP NSO.

7. Date Goods/Services Needed:

07/01/2023

a. What are the consequences if the date goods/services needed is not

Without the purchase of these services, the MPCA Unit cannot implement the Nurse-Family Partnership Program and risk termination of the contract.

8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:

NFP-NSO has proprietary property of the NFP program, the Model Elements, the name Nurse-Family Partnership, all of the NFP Community Website content, and the copyrighted materials utilized within the program. NFP-NSO and its licensors retain ownership and all rights to all proprietary property. Therefore, the contractor cannot subcontract at the minimum of 20% for any part of the services provided.

9. IF APPLICABLE: New Sole Source submitted to Procurement

☐

Existing Approved Exception on

☒

Not

☐

10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:

☒ Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

a. No attempts were made because there are no other vendors that can legally provide the services, supports, materials and training offered by NFP NSO.

b. N/A

c. N/A

Supporting Documents:

Approved NFP NSO SLEB Waiver FY
20.23.pdf

NFP NSO Sole Source Memo 2020.pdf

Sole Source Piggyback
Questionnaire.docx.pdf

SS Finding Memo 9201 NFP.pdf

11. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source

Yes: ☐

No: ☐

If No,

Expedit ☐ (Check this box to expedite processing)

12. Department Certification: I certify to the accuracy of the preceding statements,

TBROWN1

Signature of Agency/Department Head
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Tamarra Brown

Print Name

05/16/2023

Date

OAP to complete below:

A. Request Approved: ☒ Waiver Valid Through: 06/30/2026 SLEB Waiver Number: 8985

Reason: Sole Source Exception V-B - Educational Services

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

JACKERMAN

Signed by GSA-Office of Acquisition Policy (Required)

06/01/2023

Date

*Primary Requestor - Main Contact **Secondary Requestor - Backup Contact