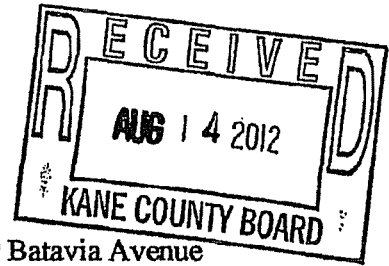
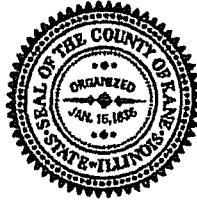


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Nurse-Family Partnership Implementation Agreement

Submitted by: Barb Jeffers x43021/Claire Dobbins x85152

Date Submitted: 13 August 2012

Examined by: Josh Lutz
(Print name)

[Signature]
(Signature)

8-28-12
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:
Change in language. This document was originally vetted May 21, 2012. See attached. Changes begin at IV.A.2

Term remains the same July 1, 2012 through June 30, 2015.

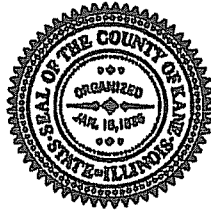
Chairman signed: Yes No SEPTEMBER 5, 2012
(Date)

Document returned to: Bev Lopez, 1240 N. Highland, Ste. 26, Aurora

County of Kane
Office of County Board
Kane County Government Center

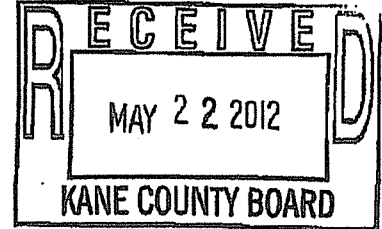
Current Contract
Expires 6-30-12

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board



Name of Document: Nurse-Family Partnership Implementation Agreement

Submitted by: Barbara Jeffers x43124

Date Submitted: 21 May 2012

Examined by: Joseph Lulver
(Print name)

[Signature]
(Signature)

6-5-12
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:
Term: July 1, 2012 through June 30, 2015

New fee structure 2012=\$15,973.00; 2013=\$15,493; 2014=\$15,493.00; 2015=\$15,957
Renewal draft agreement for funding of the Kane Kares Nurse Family Partnership Program
which expires 6/30/12 which outlines the new service descriptions and corresponding fees.

Chairman signed: Yes No 6/6/12
(Date)

Document returned to: Bev Lopez/KCHD 1240 N. Highland, Ste. 26, Aurora

NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Agreement ("Agreement"), for the period July 1, 2012, through June 30, 2015, is by and between Kane County Health Department ("Agency") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP") (together, the "Parties").

RECITALS:

- A. The Parties understand and agree that the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed on the basis of randomized controlled trial research to yield certain benefits for low-income, first-time mothers and their children ("Program Benefits").
- B. The Parties understand and agree that Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.
- C. The Parties understand and agree that Program implementation by Agency must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Agency desires and intends to implement the Program to serve low-income, first-time mothers in the geographic area it serves and to be known to the public as Nurse-Family Partnership.
- E. NFP desires and intends to guide and support the Program implementation process in order to help Agency obtain Program Benefits for the mothers and children that Agency serves.
- F. Accordingly, the Parties wish to enter into this Agreement in order to memorialize the mechanisms and means by which Agency shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both of the Parties for this purpose.

AGREEMENT:

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

I. DEFINITIONS.

- A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:
 - 1. "ETO™" means the Efforts to Outcomes™ software system that NFP makes available to Agency, into which designated, NFP-approved Agency personnel

- enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
2. "ETO Website" means the Internet URL through which designated, NFP-approved Agency personnel can access the ETO to enter data and obtain certain reports and other services. ETO software is secured against unauthorized use by VeriSign® 128-bit Security Encryption, the industry standard in Internet site protection. Authorized access to the ETO Website can only be provided by NFP
 3. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.
 4. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.
 5. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
 6. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in research.
 7. "Visit-to-Visit Guidelines®" means a written guide or guides for how a Nurse Home Visitor schedules and conducts visits with Clients during their participation in the Program.
 8. "Location" means the work address of a Program Supervisor.
 9. "Program Supervisor" means a person who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Agency.
 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.
- 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 ETO website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Agency, NFP, or its licensors, whether or not they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with the data, research and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Agency with reasonable notice of

those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Agency.

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

II. NFP OBLIGATIONS

- A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the data, research and current modalities of delivery of the Program. NFP will provide reasonable notice of those modifications as set forth in the Implementation Agreement. NFP shall retain ownership and all of the rights to any Proprietary Property, whether modified or not by any Agency. In any event, all software and ETO Website content, excluding Agency's and other agencies' data, shall remain the sole property of NFP.
- B. NFP will provide support to help Agency implement the Program as described in Exhibit B, Nurse-Family Partnership Support for an Agency.
- C. NFP shall submit invoices to Agency for services provided to Agency, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services.
- D. NFP may, from time to time, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. NFP may provide the public with information about Agency's NFP-related Research, publications and presentations.
- E. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- F. NFP understands that pursuant to this Agreement, NFP and its employees may have access to patients' Protected Health Information ("PHI") and Agency's business information. NFP acknowledges that this information has a high level of confidentiality, and NFP and its employees agree to keep all information made available to its employees confidential and not to disclose this information. NFP will instruct its employees/staff/affiliates to follow Agency's policies regarding patient and business confidentiality. Further, NFP acknowledges that Agency is bound by law to have written agreements with its business partners who may

have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, NFP warrants and represents that NFP is in compliance with HIPAA and all relevant federal statutes, rules, regulations, and applicable interpretive rulings promulgated under HIPAA, or will become compliant to regulations and requirements effective at future dates according to the applicable timetables. Exhibit D, HIPAA Business Associate Addendum, is hereby incorporated in this Agreement. Failure by NFP to comply with this provision and the provisions of Exhibit D, HIPAA Business Associate Addendum, shall result in immediate and automatic termination of this Agreement without penalty or cost to Agency. NFP will cooperate with any Agency program(s) instituted in the future to bring Agency into compliance with HIPAA.

III. AGENCY OBLIGATIONS

- A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, in order to do so.
- B. Agency will take all appropriate steps to maintain client confidentiality and obtain any necessary written client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- C. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.
- D. Agency will ensure that nurses whom it employs to implement that Program are able to provide care to clients in a manner consistent with the NFP Visit-to-Visit Guidelines.
- E. When requested by NFP, Agency will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model.
- F. In order to avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Agency will request NFP's permission prior to participating in any Research 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 will review and approve or disapprove Agency's request for participation in such Research on a timely basis and will not unreasonably withhold such approval.
- G. Agency will inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP,

always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.

- H. Agency will supply NFP with all applicable Catalog of Federal Domestic Assistance (CFDA) codes if Federal funds are used to pay NFP for services it provides to Agency under the terms of this Agreement.
- I. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.
 - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the Nurse-Family Partnership Home Visitor education materials in sets referred to as follows:
 - a) Pregnancy Facilitators and Handouts
 - b) Infancy Facilitators and Handouts
 - c) Toddler Facilitators and Handouts
 - 2. The handouts bear notices indicating copyright by any of the following:
 - a) University of Colorado
 - b) University of Colorado Health Sciences Center
 - c) University of Colorado at Denver and Health Sciences Center
 - d) Nurse-Family Partnership
 - 3. NFP has the right to grant permission to reproduce materials specified above and that bear the University copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
 - 4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
 - 5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- J. Agency understands and agrees that all Proprietary Property is owned exclusively by NFP and its licensors, including all intellectual property rights therein. Agency shall use the Proprietary Property solely for the purpose of carrying out Agency's obligations under this Agreement and shall not modify any Proprietary Property without the prior express written permission of NFP. Agency shall protect all Proprietary Property that belongs to NFP or its licensors. Agency shall not duplicate and shall prohibit distribution of or access to Visit-to-Visit Guidelines and the ETO to any individual or organization not party to the implementation, administration, and operation of the Program, except as

authorized by this Agreement. Agency shall not change or alter the ETO software, and shall allow only trained, NFP-authorized users to access the ETO Website. If a person leaves Agency's employ, Agency shall retrieve all Proprietary Property that the person may have in his or her possession.

IV. FEES AND PAYMENT

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

1. Initial Education Services. NFP provides initial Nurse-Family Partnership education for nurse home visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual nurse home visitor, nurse supervisor, and administrator at an agency. Fees are due upon completion of the face-to-face session.
 - a) Nurse Home Visitor Initial Education Tuition. Education for nurse home visitors (NHV) consists of one face-to-face education unit supported by distance education components. All Program Supervisors who have never taken NHV Education or who completed it more than two years prior to being promoted to Supervisor are required to attend NHV Education as well as Supervisor Education.
 - b) Supervisor Initial Education Tuition. For Program Supervisors, education consists of Nurse Home Visitor Initial Education plus two face-to-face education units supported by distance education components and nurse consultation.
 - c) Annual Supervisor Education. Program Supervisors are required to attend a three day face-to-face session held annually in Denver. There is no tuition or registration fee.
 - d) Agency Administrator Orientation Tuition. A two day face-to-face session in Denver, required for new administrators and recommended for experienced administrators.
 - e) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials :
 - (1) Nurse-Family Partnership Orientation Materials
 - (2) Set of Prenatal, Infancy and Toddler Guidelines
 - (3) A series of additional nursing practice and program management resources tied to implementation of Nurse-Family Partnership.
2. Implementation Support Services. Fees are due on the Effective Date and each anniversary thereof and are based on the number of Program Supervisor Positions (the greater of (1) the number of individuals with supervisory responsibility at the agency or (2) the number of supervisor FTEs that are required to be implementing the model with fidelity (at least one per eight nurse home visitors). Fees are as follows:

- a) Program Support. Fees are per Program Supervisor Position per year and contribute to covering costs associated with the following:
 - (1) Data system (ETO) operation and use, Program Quality System, and Reporting.
 - (2) Ongoing Nurse-Family Partnership nurse home visitor, supervisor, and administrator education; resource library; conference calls; web forums; Nurse-Family Partnership Community resources; and updating of Nurse-Family Partnership Education and Visit-to-Visit Guidelines and supporting materials.
 - (3) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, Client Referral Kits (with wallet cards, counter display, posters and other program information); health fair bags, and nurse recruitment packets. The agency, however, is responsible for printing, stamping or affixing labels with their local contact information to the majority of these materials. Client Referral Kits are customized/printed at no additional charge to the agency. Also provided are the NFP marketing and communications resources and guidance and a copy of the NFP Public Awareness Video, as well as updates and regular monthly communications from the NFP National Service Office.
 - (4) Policy and Government Affairs, including advocacy and educational work at federal and state levels.

- b) Nurse Consultation. The fee is per Program Supervisor Position per year. The full fee is charged for the first Program Supervisor Position at a geographic location and a reduced fee is charged for each additional Program Supervisor Position at that same location. The fees contribute to covering costs associated with a Nurse-Family Partnership Nurse Consultant providing the following support to Program Supervisors:
 - (1) Helping each Program Supervisor develop an annual plan for implementation.
 - (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
 - (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
 - (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
 - (5) Clinical and supervisory coaching and consultation with each Program Supervisor.

- c) Program Supervisor Expansion or Replacement Fee. A one-time fixed fee is charged for extra support when a new Program Supervisor Position is added or a vacant position is filled.

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

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

- 1. Start-Up Services Fees are invoiced on the effective date of the contract and are due in 30 days.

2. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s).
 3. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s).
 4. Program Supervisor Expansion or Replacement Fees are invoiced when the new supervisor is hired. No special reporting or documentation is provided with the invoice(s).
- D. NFP shall invoice, without limitation, for services provided to Agency based upon the fee schedule set forth in Exhibit C, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.

E. Invoices will be sent to:

Kane County Health Department
Barb Jeffers
1240 Highland Avenue
Aurora, IL 60506
Attention: Accounts Payable
Telephone: (630) 444-3124
Facsimile: (630) 987-8133
Email: jeffersbarbara@co.kane.il.us

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

Nurse-Family Partnership
Attention: Accounts Receivable
1900 Grant Street, Suite 400
Denver, CO 80203

V. TERM AND DEFAULT

- A. Term of Agreement. This Agreement shall remain in full force and effect through June 30, 2015, unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Term Extension. Upon July 1, 2015, and each subsequent anniversary of that date, this Agreement shall automatically extend for an additional year if both parties agree to such extension in writing not less than sixty (60) days prior to the expiration date of the Agreement.
- C. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the term defined in Paragraph A of this Section V. If one party desires to terminate this Agreement before the completion of the term or an extension thereof, either Agency or NFP may

terminate this Agreement at any time for any reason by giving the other party written notice of not less than sixty (60) days.

- D. Default. A party shall be in default under this Agreement if a party (i) breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) the bankruptcy of a party.
- E. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both of the Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.
- F. Effect of Termination.
 - 1. If this Agreement is terminated by notice of one party to the other, Agency will pay NFP for all work performed up to the date of termination and all non-cancelable obligations incurred in accordance with this Agreement. Payment shall be due within thirty (30) days of termination.
 - 2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
 - 3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
 - a) Agency will no longer have access to ETO or the ETO Website;
 - b) All software and ETO Website content, excluding data which has been collected by Agency in the course of implementing the Program, shall remain the sole property of NFP;
 - c) NFP may retain a record of all data which has been collected by Agency in the course of implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
 - d) Agency and NFP will continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
 - e) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;
 - f) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and
 - g) Agency will cease to implement the Program and will cease to represent that it is implementing the Program.

VI. DISPUTE RESOLUTION. If a dispute arises relating to this Agreement, the Parties shall attempt to resolve that dispute at the lowest possible level. If the dispute cannot be resolved at that level, the dispute shall be elevated to the Director, Program Development, of NFP and the Program Supervisor. If these persons cannot resolve the dispute, it shall be elevated to the next organizational level of NFP and Agency. If

the dispute is not resolved through the foregoing process within a reasonable period of time, not to exceed any period of time that could reasonably be deemed to have a detrimental impact on the implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

VII. LIABILITY.

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

VIII. ASSIGNMENT; SUBCONTRACTING. Except as provided herein, this Agreement, and the rights and obligations hereunder, is not assignable or transferable by either party without the prior written consent of the other party. Without limiting the previous sentence, Agency shall not have the right to engage or utilize the services of any subcontractor to perform any of Agency's services hereunder without the prior written consent of NFP.

IX. MISCELLANEOUS PROVISIONS.

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

For NFP:

Original to:

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

Tom.Jenkins@NurseFamilyPartnership.org

With a copy to:

Nurse-Family Partnership
1900 Grant Street, Suite400
Denver, CO 80203
Attention: Legal Affairs Manager
Telephone: 303-327-4271
Facsimile: 303-327-4260
Email:

Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:
Original to:
Barb Jeffers
Kane Cuonty Health Department
1240 North Highland Avenue
Aurora, IL 60506

Attention:
Telephone: (630) 444-3124
Facsimile: (630) 987-8133
Email: jeffersbarbara@co.kane.il.us

With a copy to:
Claire Dobbins MS, RN
Kane Cuonty Health Department
1240 North Highland Ave., Ste. 14
Aurora, IL 60506

Attention:
Telephone: 630-208-5152
Facsimile: 630-208-5147
Email: dobbinsclaire@co.kane.il.us

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

- C. Binding Upon Successors and Assigns. This Agreement, and all covenants, terms, provisions, and agreements contained herein, shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.
- D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.
- F. No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any person or entity.
- G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties and covenants set forth herein. The Parties represent and warrant that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Parties and do not violate any laws or any provisions of any agreement to which the Parties are bound.
- H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.
- I. Attorneys' Fees. If a party shall commence any action or proceeding against another party in order to enforce the provisions of this Agreement, or to recover

damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.

- J. Further Assurances. The Parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.
- K. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.
- L. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- M. Applicable Law. This Agreement shall be governed by and construed according to the internal laws of the State of Illinois. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Illinois and the forum and convenience of the state and federal courts thereof.
- N. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- O. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

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

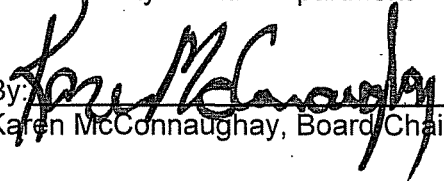
For NFP:
Nurse-Family Partnership

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

Date: _____

Federal EIN: 20-0234163

For Agency:
Kane County Health Department

By:  _____
Karen McConnaughay, Board Chairman

Date: SEPTEMBER 5, 2012

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.
- Element 7 Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the current Nurse-Family Partnership Guidelines.
- Element 8 Nurse Home Visitors and Nursing Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.
- Element 9 Nurse Home Visitors and Nursing Supervisors complete educational sessions required by NFP NSO and deliver the intervention with fidelity to the NFP Model.
- Element 10 Nurse Home Visitors, using professional knowledge, judgment and skill, apply the Nurse-Family Partnership Visit-to-Visit Guidelines individualizing them to the strengths and challenges of each family and apportioning time across defined program domains.
- Element 11 Nurse Home Visitors apply the theoretical frameworks that underpin the program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods
- Element 12 A full time Nurse Home Visitor carries a case load of no more than 25 active clients.
- Element 13 A full-time Nursing Supervisor provides supervision to no more than 8 individual Nurse Home Visitors
- Element 14 Nursing Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory

activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

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

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

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

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

EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY

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

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

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

EXHIBIT C. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

NFP fees for services provided under this Agreement will be as follows, subject to change in accordance with Section IV E:

| Initial NFP Education Fee (Invoiced upon completion of the face-to-face session) | | | |
|---|-----------|------------|---|
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2013 | \$4,069.00 | One time per NHV or Supervisor |
| 7/1/2013 | 6/30/2014 | \$4,069.00 | |
| 7/1/2014 | 6/30/2015 | \$4,069.00 | |
| Initial NFP Program Supervisor Education Fee (Invoiced upon completion of the first face-to-face session) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2013 | \$734.00 | One time per Supervisor |
| 7/1/2013 | 6/30/2014 | \$734.00 | |
| 7/1/2014 | 6/30/2015 | \$734.00 | |
| NFP Agency Administrator Education Fee (Invoiced upon completion of the first face-to-face session) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2013 | \$480.00 | One time per Administrator |
| 7/1/2013 | 6/30/2014 | \$480.00 | |
| 7/1/2014 | 6/30/2015 | \$480.00 | |
| Initial NFP Educational Materials Fee (Invoiced upon completion of the face-to-face NHV Education session) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2013 | \$517.00 | One time per NHV Trainee |
| 7/1/2013 | 6/30/2014 | \$517.00 | |
| 7/1/2014 | 6/30/2015 | \$517.00 | |
| Annual Program Support Fee (Invoiced annually on the Price Effective Date) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2014 | \$7,046.00 | Per Program Supervisor Position per Year |
| 7/1/2013 | 6/30/2015 | \$7,046.00 | |
| 7/1/2014 | 6/30/2015 | \$7,046.00 | |
| Annual Nurse Consultation Fee for Each First Program Supervisor at a Location (Invoiced annually on the Price Effective Date) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2014 | \$8,447.00 | Per Program Supervisor Position per Year |
| 7/1/2013 | 6/30/2015 | \$8,447.00 | |
| 7/1/2014 | 6/30/2015 | \$8,447.00 | |
| Annual Nurse Consultation Fee for Each Additional Program Supervisor at a Location (Invoiced annually on the Price Effective Date) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2014 | \$5,068.00 | Per Program Supervisor Position per Year |
| 7/1/2013 | 6/30/2015 | \$5,068.00 | |
| 7/1/2014 | 6/30/2015 | \$5,068.00 | |
| Program Supervisor Expansion or Replacement Fee (Invoiced at the time of hire) | | | |
| Price Effective Date | End Date | Unit Price | Unit of Measure |
| 7/1/2012 | 6/30/2014 | \$2,764.00 | One time per Expansion or Replacement Program Supervisor per Year |
| 7/1/2013 | 6/30/2015 | \$2,764.00 | |
| 7/1/2014 | 6/30/2015 | \$2,764.00 | |

EXHIBIT D. HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

EXHIBIT E. AGENCY RESPONSIBILITIES

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

- I. Agency will:
 - A. Maintain an appropriate work space for staff who are to implement the Program;
 - B. Maintain appropriate telecommunications and computer capabilities for staff;
 - C. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
 - D. Maintain and improve a network of referral sources who may refer low-income, first-time mothers to Agency;
 - E. Enroll clients that meet the criteria specified in the Model Elements.
 - F. Maintain and improve a network of social services that can provide support to Agency's Clients;
 - G. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Agency;
 - H. Inform the community and build support for Agency, the Program, and Program Benefits;
 - I. Establish and maintain strong, stable, and sustainable funding for Agency operations.
 - J. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.

- II. Agency will keep NFP informed of implementation issues that arise.

- III. Agency will ensure that all Program Supervisors, nurses, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP.

- IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed education on the Program, Program Benefits, Model Elements, use of the ETO, and implementation of the Program for mothers who are pregnant.

- V. Agency will implement the Program in accordance with Visit-to-Visit Guidelines including:
 - A. Ensure enrollment of 23 to 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
 - B. Ensure that each full-time Nurse Home Visitor carries a caseload of not more than 25 active families;
 - C. Maintain the established visit schedule; and
 - D. Ensure that the essential Program content as described in the Visit-to-Visit Guidelines is covered with Clients by Nurse Home Visitors.

VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of ETO and for communication with NFP by email.

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

VIII. Agency will ensure that Program Supervisors:

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

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

C. Run activity reports and quality improvement reports from the ETO Website on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of program operations; and develop and implement action plans based on such assessments.

IX. Agency will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.

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