DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is by and between Family Health Initiatives (hereinafter "FHI") with its principal offices at 2500 McClellan Avenue, Suite 270 Pennsauken, New Jersey 08109 and _____, with its principal offices at _____, ("Agency"). FHI and Agency are each individually referred to herein as the "Party" and collectively the "Parties."

WHEREAS, the New Jersey Department of Human Services, Division of Medical Assistance and Health Services ("NJDHS"), has developed a Perinatal Risk Assessment Monitoring Program (hereinafter "Program") in order to help plan better health programs for New Jersey mothers and infants; and

WHEREAS, clinical service providers (the "Providers") provide care and treatment of pregnant and post-partum mothers and their infants (the "Clients") as part of the Program; and

WHEREAS, Agency, together with other social service agencies (collectively, the "Agencies"), coordinate the provision of social services to the Clients and with the Providers on behalf of the Clients; and

WHEREAS, the Program requires that data be collected through a Perinatal Risk Assessment form (hereinafter "PRA") about the pregnancy of a women in the State of New Jersey in order to identify groups of Clients at high risk for health problems, to monitor changes in health status, and to measure progress towards goals in improving the health of Clients; and

WHEREAS, as part of the Program, the NJDOH has entered into a contract with FHI pursuant to which FHI provides PRAs and a Community Health Screening tool (collectively, the PRAs and the Community Health Screening tool are referred to herein as the "PRA") to the Agencies and the Providers to be used for Data collection solely in connection with the care and treatment of their Clients; and

WHEREAS, FHI uses its proprietary programs and methodologies (which are considered part of the IP (as defined below)) to aggregate and format the Data collected as part of the Program to make the Data useable to achieve the objectives of the Program; and

WHEREAS, FHI has established a System (defined below), which allows FHI to share with Agencies and Providers, and the Agencies and Providers to share amongst themselves, only those PRAs to which they are entitled to receive for the care and treatment of their Clients;; and

WHEREAS, FHI wishes to establish procedures whereby the Agency may gain access to the System to send and receive PRAs as part of the Program in a format established by FHI and in compliance with all federal and state laws.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

I. DEFINITIONS

1.1. "Background IP:" consists of all IP owned or licensed by a Party to this Agreement prior to commencement of the Term.

1.2 "Data Aggregation:" Combining a Client's Protected Health Information with other Clients' Protected Health Information that was received or obtained by the Provider and/or Agency during the delivery of health care and/or services to the Client, with the goal of completing the PRA.

1.3. "Disclosure:" The release or distribution of the PRA or PRA related information, regardless of source, to an individual or organization other than the Agency, the Provider, and their respective staff.

1.4. "Documentation:" Any guides, directions and manuals for use of the Information Exchange System, whether in hard copy or electronic format, and including, for the avoidance of doubt, any such materials posted to the Internet web site through which the Information Exchange System is accessed.

1.5. "Effective Date:" [Insert Date]

1.6. "**Funding:**" Grants and contracts from foundations and government agencies.

1.7. "Health Care Operations:" The activities of the Agency as set forth in 45 C.F.R. §160.501 & 160.506 to the extent that the activities are related to covered functions, and any of the following activities of an organized health care arrangement in which the Agency participates:

(1) Conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and clients with information about treatment alternatives; and related functions that do not include treatment;

(2) Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities;

(3) Underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of § 164.514(g) are met, if applicable;

(4) Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;

(5) Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and

(6) Business management and general administrative activities of the entity, including, but not limited to:

(i) Management activities relating to implementation of and compliance with the requirements of this subchapter;

(ii) Customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that protected health information is not disclosed to such policy holder, plan sponsor, or customer.

(iii) Resolution of internal grievances;

(iv) Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity or, following completion of the sale or transfer, will become a covered entity; and

(v) Consistent with the applicable requirements of §164.514, creating de-identified health information, fundraising for the benefit of the covered entity, and marketing for which an individual authorization is not required as described in § 164.514(e)(2).

1.8. "Individually Identifiable Health Information:" Information that is a subset of health information, including demographic information collected from an individual, and:

(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; or

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.9. "Information Exchange:" The ability of an individual or organization to disclose or distribute the PRAs and PRA-related information to another individual or organization.

1.10. "Information Exchange System:" The FHI Single Point of Entry and Client Tracking System ("SPECT"), as more fully described in Exhibit A attached hereto and made a

part hereof, that enables the exchange of information between FHI and Agency, and shall be deemed to include, but not be limited to, any Documentation provided to Agency through the Information Exchange System during the Term, and any Updates to the Information Exchange System that are implemented during the Term.

1.11. "IP:" Includes, but is not limited to, all copyrights, patents, data, results, know-how, software and software modification (including all source code and executables), trade secrets, proprietary systems and processes, design rights, and trademarks (whether or not such information is actually copyrighted or trademarked), as well as the goodwill associated therewith, and all other intellectual property rights therein and modifications related thereto through the United States and the rest of the world.

1.13 "Project IP:" consists of all IP created, developed, or invented in whole or in part by FHI in the performance of any activities arising from the use of the Information Exchange System under this Agreement.

1.14. "Protected Health Information:" shall have the same meaning as defined at 45 C.F.R. § 160.103.

1.15. "Technical Support:" The Information Exchange System support provided by FHI via written directions and/or telephone inquiries.

1.16. "Update:" Any new releases, modifications, improvements, updates or other changes made to the Information Exchange System during the Term, which FHI generally makes available for the Agency to access the Information Exchange System at no additional cost. Update shall not include any release, option, or future product which Agency licenses separately.

1.17. "Use:" The internal access to, and use of the information in the Information Exchange System including, but not limited to, the PRA and PRA-related Individually Identifiable Health Information (regardless of the source) by the Agency or its authorized employees for the care and treatment of the Client(s) and other authorized Health Care Operations.

II. OBLIGATIONS OF FHI

2.1. Access to Information Exchange System: FHI shall provide access to the Information Exchange System to the Agency solely as needed by the Agency to use in furtherance of the services that are provided to the Clients, consistent with the use limitations specified or referenced in this Agreement and the Documentation.

2.2. PRA in Readable Format: FHI shall provide the Agency with access to the PRA in a readable format either: (a) in its blank form to be completed by the Provider for a new Client; or (b) as completed or partially completed, for an established Client.

2.3. Access to Information: FHI will make reasonable arrangements to be available, during regular business hours (as reflected in Article V below), to communicate with the Agency or its authorized employees for Technical Support with respect to the System when needed.

III. OBLIGATIONS OF AGENCY

3.1. Data Aggregation: The Agency will engage in Data Aggregation as needed to make the PRA complete, to assist with the care and treatment of the Client(s) and for Client tracking and follow-up. The Agency understands, acknowledges, and agrees that the information that is provided to FHI through the Information Exchange System may be loaded into and made available to FHI and to other Agencies and/or Providers who are granted access to the Information Exchange System.

3.2. Client Referrals: For purposes of referral to community and home visiting programs, the Agency will screen all Clients for risk factors and complete the PRA accordingly. Through the "Plan of Care" section of the PRA, Clients who are reasonably believed by the Agency to be in need of community and home visiting services are to be referred to available services by checking "Community Based Service."

3.3. Obtaining and Maintaining Equipment: Agency acknowledges and agrees that in order to access and use the Information Exchange System, it will be required to obtain and maintain computer equipment and telecommunications services (i.e., Internet connectivity), and that it shall be solely responsible for obtaining and maintaining such equipment and services at its sole cost and expense. From time to time during the Term, including in connection with the delivery of any Updates, the Agency may be notified that its continued use of the Information Exchange System requires Agency to update or obtain computer software, hardware or telecommunications services sufficient to permit Agency to access and use the Information Exchange System, and Agency shall promptly and at its own cost and expense, implement such new requirements.

3.4. Limited Use and Disclosure: Agency may use and/or disclose the PRA and associated Individually Identifiable Health Information to the extent necessary for the Agency to provide care and treatment to the Client(s) and to otherwise perform its proper management and administration, or to carry out Agency's legal responsibilities, only if:

a. The disclosure is required by law; or
b. As required in order to conduct treatment, payment and/or Health Care Operations; or
c. Agency obtains reasonable assurances, evidenced by written contract, from any person or organization to which Agency shall be permitted to disclose the Individually Identifiable Health Information and PRA(s) that such person or organization shall:
    (i) Hold such PRA(s) in confidence and use or further disclose it only for the purpose for which the Agency disclosed it to the person or organization, or as required by law; and
    (ii) Notify the Agency, who shall in turn promptly notify FHI at the address below, of any instance which the person or organization becomes aware of in which the confidentiality of such PRA(s) was breached.

3.5. Safeguarding of PRA(s): Agency shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PRA(s) and all associated Individually Identifiable Health Information, in any form or media, received from FHI or created or received by Agency. Agency shall

document and keep these security measures current and available for inspection, upon request.

3.6. Subcontractors and Agents: If Agency provides any PRA(s) or any of its Individually Identifiable Health Information, which was received from the Information Exchange System to a subcontractor or agent, then Agency shall require such subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on the Agency under the terms of this Agreement. This may be accomplished through a Business Associate Agreement or other written/signed agreement between the Agency and its subcontractor or agent that protects the disclosure of Individually Identifiable Health Information as required by HIPAA and applicable state law.

3.7. Maintenance of the Security of Electronic Information: Agency shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected Health Information received from and/or on the Information Exchange System, which pertains to a Client. Provider shall document and keep these security measures current and available for inspection, upon request. Provider's security measures must be consistent with HIPAA's Security regulations, Title 45, Part 164, Subparts A and C of the Code of Federal Regulations ("Security Rule").

3.8. Access to PRA: At the direction of FHI, Agency agrees to provide FHI with access to any PRA(s) or other documentation or information held by the Agency, which is part of the Information Exchange System, in the time and manner designated by FHI. This access will be provided to FHI or, as directed by FHI, to a Client.

3.9. Reporting of Unauthorized Disclosures or Misuse of PRA(s): Agency shall report to FHI any use or disclosure of PRA(s) or any associated Individually Identifiable Health Information not authorized by this Agreement, in writing to FHI. Agency shall make the report to FHI's designate contact, not less than 48 hours after Agency learns of such use or disclosure. Agency's report shall identify:

a. The nature of the unauthorized use or disclosure,
b. The Individually Identifiable Health Information used or disclosed,
c. Who made the unauthorized use or received the unauthorized disclosure,
d. What the Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure,
e. What corrective action Agency has taken or shall take to prevent future similar unauthorized use or disclosure, and
f. Agency shall provide such other information, including a written report, as reasonably requested by FHI's designated contact.

3.10. Mitigating Effect of Unauthorized Disclosures or Misuse of PRA(s): Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to Agency of a misuse or unauthorized disclosure of PRA(s) and/or any of its associated Individually Identifiable Health Information in violation of the requirements of this Agreement.

3.11. Return or Destruction of PRA(s): If this Agreement is terminated or canceled for any reason, Agency shall extend the protections of this Agreement to PRA(s) and/or any of its associated Individually Identifiable Health Information received from or created on behalf of FHI, and limit further uses and disclosures of such information for so long as Agency maintains the PRA(s). It is understood that the PRA(s) contain data that cannot be destroyed as it may be tied to Protected Health Information.

IV. INFORMATION EXCHANGE SYSTEM ACCESS LICENSE

4.1. Rights Granted: Agency shall not use the Information Exchange System (including the Documentation), except as specified in this Agreement.

4.2. Nonexclusive License: FHI grants to Agency a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use the System as follows:

i. to access the Information Exchange System solely as needed to permit Agency to provide services Clients, consistent with the use limitations specified or referenced in this Agreement and the Documentation. Agency may not relicense, rent, or lease the Information Exchange System or use the Information Exchange System for any other purpose;

ii. to use the Documentation provided with the Information Exchange System in support of Agency's authorized use of the Information Exchange System; and

iii. to use the Information Exchange System to obtain information relating solely to Provider's Clients for whom Agency is providing services, and not to obtain information regarding any other Clients.

4.3 **Authorized Access Only**: The Information Exchange System shall only be available to the Agency and any of the Agency's employees after they have received access approval from FHI, completed all required training (including HIPAA compliance), and have executed an Authorized User Agreement (collectively, the "Authorized Users"). Agency shall submit to FHI the names and email addresses of those individuals who need to access the Information Exchange System based on their job functions. FHI shall provide Agency with such identification codes (the "Agency Name") and login password (the "Password", and together with the Agency Name, the "Credentials") by which the Authorized Users may access and use the Information Exchange System. FHI may, at its discretion, add or change the security protocols, systems, or procedures to enable Agency to access the Information Exchange System, which upon implementation shall be deemed Credentials. FHI will notify Agency of any such changes. Agency shall not, directly or indirectly, provide or disclose to any third party the Credentials, or use the Credentials to provide to third parties access to or use of the Information Exchange System, and Agency shall require all Authorized Users to comply with the foregoing covenant of Agency. If an Authorized User does not access the Information Exchange System for eleven (11) consecutive business days, then such Authorized User will automatically be locked-out of the Information Exchange System and must contact his or her supervisor or FHI Technical Support to verify that his or her Information Exchange System access is still valid.

4.4. Limitations: Agency shall not use or introduce into the Information Exchange System any device, software, or routine that could damage or interfere with the proper operation of the Information Exchange System. Agency shall not directly or indirectly take any action to

unduly stress the Information Exchange System, including by way of example and not limitation, incurring session lengths or conducting search queries that FHI reasonably determines to be abusive, or use any scraper, robot, spider, or other automated mechanism to access the Information Exchange System or download Information Exchange System content (as defined below). FHI reserves the right to have FHI monitor Provider's use of the Information Exchange System to provide guidance and assistance in the use of the Information Exchange System, and to monitor Agency conformance with this Agreement. Agency acknowledges and hereby consents to such monitoring. Agency further agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Information Exchange System.

4.5. **Ownership of Data:**

(a) FHI shall retain all title, copyright and other proprietary rights in the Information Exchange System. Agency does not acquire any rights, express or implied, in the Information Exchange System, other than those specified in this Agreement.

(b) All right, title, and interest in any Background IP existing as of the date of this Agreement, will be retained by the Party with current ownership.

(c) All right, titled, and interest in any Project IP during the Term shall be owned by FHI.

(d) The rights and interests established in this Section 4.5 shall survive termination or expiration of this Agreement.

4.6. Transfer, Assignment, Approval of Agency Employees: Agency may not assign this Agreement or any rights granted hereunder to a legal entity separate from Agency without the prior written consent of FHI.

4.7. Verification: At FHI's written request, Agency shall furnish FHI with a signed certification verifying that the Information Exchange System is being used pursuant to the provisions of this Agreement.

V. TECHNICAL SUPPORT

5.1. Directions and Support: FHI shall make reasonable arrangements to provide written directions for using the Information Exchange System and to respond to telephone or electronic inquiries within twenty-four (24) hours during the following times: Monday through Friday from 9:00 a.m. to 5:00 p.m. eastern standard time. FHI shall not provide on-site services to Agency.

VI. TERM AND TERMINATION

6.1. Term: This Agreement shall commence on the Effective Date and unless terminated as provided hereunder, shall continue indefinitely (the "Term").

6.2. Termination by Agency: Agency may terminate this Agreement without cause by providing ninety (90) days' prior written notice to FHI; however, termination shall not relieve Agency's obligations specified in Sections 3.5, 3.9, 3.10, 3.11, 7.1, 7.2 and 9.1, which all shall survive the termination or expiration of this Agreement for any reason.

6.3. Termination by FHI: FHI may terminate this Agreement or any Information Exchange System license upon written notice if Agency materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach**.** FHI may immediately terminate this Agreement in the event the Funding ceases, is withdrawn, or is reduced in a manner that makes continued operation of the Information Exchange System for third parties commercially impracticable.

6.4. Effect of Termination: Upon the effective date of the termination of this Agreement as provided herein, the Information Exchange System license granted hereunder shall immediately cease and Agency shall, and shall require all Authorized Users to immediately cease all access to and use of the Information Exchange System. Sections 3.5, 3.9, 3.10, 3.11 and 7.1, 7.2 and 9.1 shall survive the termination or expiration of this Agreement for any reason.

VII. INDEMNITY, WARRANTIES, REMEDIES

7.1. Indemnity: The Agency shall defend, indemnify and hold harmless FHI from, against and in respect of any and all claims, disputes, grievances, notices of violation, obligations, damages, losses, charges, liabilities, payments, judgments, assessments, attachments or levies, deficiencies, restitution, fines, sanctions, penalties, costs and expenses (including reasonable attorneys' fees) against FHI ("Losses") that arise out of, relate to, are based upon, or result from, directly or indirectly, and arising as a result of a breach of the Agency's obligations hereunder. Within a reasonable time of service of a claim against FHI, the Agency will be provided with notice of such claim(s) and the Agency may participate in (but not control) the defense and all related settlement negotiations related to such claim(s). The Agency shall provide FHI with reasonable assistance, information, and authority necessary to perform the Agency's obligations under this Section VII, at the Agency's expense.

7.2. No Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, THE INFORMATION EXCHANGE SYSTEM, INCLUDING WITHOUT LIMITATION ALL CONTENT, DOCUMENTATION AND INFORMATION PROVIDED IN CONNECTION WITH THE INFORMATION EXCHANGE SYSTEM, IS PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. FHI EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, EXPECTED RESULTS, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FHI DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE INFORMATION EXCHANGE SYSTEM. UNDER NO CIRCUMSTANCES SHALL FHI BE LIABLE TO AGENCY OR ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR WHERE FHI HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM AGENCY'S USE OF THE SYSTEM.

VIII. PAYMENT PROVISIONS

8.1. Funding: FHI's provision of the Information Exchange System to Agency is reimbursed via the Funding. Agency shall not be responsible for payment for access to the Information Exchange System.

IX. GENERAL TERMS

9.1. Nondisclosure:

(a) By virtue of this Agreement, the Parties may have access to information that is confidential to one another ("Confidential Information"). For the avoidance of doubt, and without limiting the breadth of the foregoing, Confidential Information shall be deemed to include the names, addresses and other identifying information of the Party's respective and jointly served clients.

(b) In accordance with Article III above, each Party will keep strictly confidential all Confidential Information it receives or has access to in connection with the use of the System. Each Party shall use such Confidential Information only in the performance of its obligations under this Agreement, shall disclose such Confidential Information within its organization only to those employees who need to know it to perform its obligations and who agree to protect such Confidential Information in accordance with the conditions and restrictions set forth in this Agreement and shall not disclose such Confidential Information to any third party. Each Party shall take all measures (by agreement, instruction or otherwise) reasonably necessary to protect the confidentiality of such Confidential Information and limit use of and access to such Confidential Information to conform to the express terms of this Agreement, including, without limitation, each Party shall take the same care in handling data acquired and/or accessed from or through the other Party as it would in the handling of its own confidential or proprietary data or information, but in no event shall such Party use less than a reasonable degree of care in instructing its employees regarding its obligations under this Agreement. Upon expiration or termination of this Agreement for any reason, each Party shall, at its own expense, immediately return to the other Party or destroy if such Party so requests, all Confidential Information of the other in written or recorded form, and shall certify such return or destruction in a writing signed by one of its officers.

(c) Notwithstanding the foregoing, no obligation of confidentiality shall attach to any information which is (1) information generally available to the public; (2) information released by Provider generally without restriction; (3) information independently developed or acquired by FHI or its personnel without reliance in any way on other protected information of Provider; or (4) information approved for the use and disclosure of FHI or its personnel without restriction. Notwithstanding the foregoing restrictions, if either of the Parties are legally compelled, (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, the compelled Party shall immediately notify the other Party in writing of such requirements so that the non-compelled Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. The compelled Party will use all reasonable efforts at the

non-compelled Party's expense, to obtain or assist the non-compelled Party in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the compelled Party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the compelled Party has been advised by written opinion of counsel reasonably acceptable to the other Party that it is legally compelled to disclose; provided that the compelled Party agrees to use all reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information by the person to whom it was disclosed.

(d) A Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party. Provider shall not disclose the results of any benchmark tests of the System to any third party without FHI's prior written approval.

(e) The Parties agree to hold each other's Confidential Information in confidence during the Term and for a period of six years after termination of this Agreement or as otherwise required by applicable law. The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9.2 Governing Law: This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of New Jersey without reference to conflicts of laws principles.

9.3 Compliance with Law: Each Party represents and warrants that it will perform its obligations under this Agreement in accordance with any applicable laws, regulations and other legal mandates, including without limitation the regulations issued under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including by the Health Information Technology for Economic and Clinical Health Act as part of the American Recovery and Reinvestment Act of 2009 and related privacy and security regulations promulgated by the Secretary.

9.4 Force Majeure: Neither Provider nor FHI shall be responsible or liable for, or deemed in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond the reasonable control and without the fault or negligence of the Party experiencing such delay, provided that the Party experiencing the delay shall promptly give written notification to the other Party within five (5) days after such Party has learned of the force majeure. The Party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay. If performance by either Party is delayed due to force majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to each Party's right to terminate the Agreement.

9.5 Jurisdiction: Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in New Jersey. FHI and Provider agree to submit to the jurisdiction of the state of New Jersey, and agree that venue is proper in these courts in any such legal action or proceeding.

9.6 Notice: All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail.

To FHI:

CEO
Family Health Initiatives
2500 McClellan Avenue, Suite 250
Pennsauken, New Jersey 08109

To Agency:

To expedite order processing, Provider agrees that FHI may treat documents submitted by Provider to FHI as original documents; nevertheless, either Party may require the other to exchange original signed documents.

9.7 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

9.8 Waiver: The waiver by either Party of any default of breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. No action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of the action has accrued.

9.10 Entire Agreement: This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

IN WITNESS WHEREOF, the undersigned representatives represent that he or she is fully authorized to enter into this agreement and to execute and legally bind such entity to this Agreement as of the Effective Date.

Family Health Initiatives

By: _____

Title:_____

_____

By: _____

Title:_____

EXHIBIT A

DESCRIPTION OF PRA/SPECT SYSTEM

A **Perinatal Risk Assessment (PRA)** tool is used to refer pregnant women to home visiting services through a **Single Point of Entry and Client Tracking System (SPECT)**

The PRA tool is completed by prenatal care providers in New Jersey and is designed to be:

- A uniform assessment tool to determine the risk factors affecting a current pregnancy
- Sent electronically to Family Health Initiatives for data processing
- Forwarded to Medicaid Managed Care Organizations to authorize enrollment and case management
- Forwarded to Home Visiting providers when referral for home visiting is necessary and desired by the patient

The SPECT system is designed to:

- Automatically forward referrals received from MCH providers in a community to the appropriate home visiting program/agency
- Provide participating home visiting agencies and referring providers with a web portal to identify families involved in home visiting programs
- Report summary data to participating agencies and providers

Agencies serving a common community:

- Designate a lead agency to maintain the PRA/SPECT data system and coordinate the PRA/SPECT partnership;
- Determine and agree upon criteria for triage of home visiting referrals;
- Initiate signed agreements to share information about clients in the system with all partner agencies (referring and receiving);
- Agree to use the PRA as a uniform referral tool which is completed by referring agencies.

Referring maternal and child health providers:

- Complete the PRA tool on ALL women who enter care.
- Document the need for a home visiting referral in the referral section of the form. ("Community Home Visiting")

The PRA/SPECT system:

- Receives client information and triages the referral to a home visiting partner agency via e-mail.
- Triages referrals according to criteria determined by the partnership
- Saves client information in a database

Home Visiting Agencies:

- Notify referring agencies that about client assignments and send periodic updates about client activity to the provider.
- Are responsible for closing cases in the SPECT system.

All partner agencies (referring and receiving)

- May view names and addresses of families receiving home visiting services, as well as:
  - Names of home visiting programs/agencies involved with the family
  - Names of case managers assigned to the family
  - Dates of service