

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is entered into this , 2023, between RiverStone Health, a multi-jurisdictional health service district (“RiverStone Health”), and City of Billings, Montana (Billings). RiverStone Health and Billings may be referred to herein individually as a “Party” and collectively as the “Parties”. The purpose of this partnership is to outline the roles, activities, and compensation between Parties for the addition of two (2) full time equivalent nurses into the Nurse Family Partnership Program (NFP).

RECITALS

1. RiverStone Health is a multi-jurisdictional health service district which provides health services and health department functions, including home visiting services for expectant parents and through the first two years of life.
2. Billings and RiverStone Health share an interest in mitigating the factors leading to public safety issues in our community, including supporting families in creating stable, caring, and safe environments in which to raise children by funding Nurse Family Partnership service expansion.
3. Billings and RiverStone Health acknowledge the funding provided by Billings is intended to be a catalyst for increasing home visiting service capacity, not a long-term, ongoing source of funding. Billings and RiverStone Health will work collaboratively with each other, and other community-based organizations, to identify possible sustainable sources of funding so the home visiting service needs of our community can continue to be met.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged between the Parties, they agree as follows:

1. **Incorporation of Recitals.** The recitals are incorporated into this Agreement by this reference.
2. **Commencement Date.** The effective date of this Agreement is the date this Agreement was executed by all Parties.

3. **RiverStone Health Deliverables.** RiverStone Health agrees to render certain services under this Agreement as are particularly identified in the attached **Exhibit A** (the “Services”).

4. **Billings Deliverables.** Billings agrees to provide certain deliverables under this Agreement, including payment for Services as more particularly described in **Exhibit A**.

5. **Term and Termination.**

- a. **Term.** The initial term (“Initial Term”) of this Agreement shall be three (3) years, starting on the Commencement Date. After the Initial Term, this Agreement shall automatically renew for one, two (2) year term, unless written notice of termination is given at least ninety (90) days prior to the end of the Initial Term or any Extended Term, or unless terminated in accordance with Section 4(b) of this Agreement, by mutual agreement, or as otherwise provided by law.
- b. **Termination.**
 - i. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving notice of termination to the breaching party; provided, however, that such notice shall specify in reasonable detail the nature of the breach, and the breaching party shall have fifteen (15) calendar days in which to cure such breach; provided, further, that if the nature of the breach is the non-payment of funds, the foregoing period shall be ten (10) days rather than fifteen (15) days. If such breach is not cured within such period, this Agreement shall be deemed terminated as of the expiration of such cure period or on such later date as may be specified in such notice.
 - ii. Either party may terminate this Agreement during the Initial Term or any Extended Term, with or without cause, by providing the other party ninety (90) days’ written notice of termination.

6. **Notice.** Any notice required or permitted to be given under or relating to this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by overnight courier to the other party as follows:

RiverStone Health
123 South 27th Street
Billings, MT 59101
ATTN:
Kate Monger, WIC/Family Health Services Manager
Katherine.mon@riverstonehealth.org

City of Billings
ATTN: Chris Kukulski, City Administrator
210 North 27th Street
P.O. Box 1178
Billings, MT 59103-1178

Notices shall be deemed effective as of three (3) business days after the date of mailing (in case of notice given by mail) or on the date of delivery if hand delivered, including delivery by overnight courier. Either party may at any time change its address for notification purposes by mailing or delivering a notice as required hereinabove stating the change and setting forth the new address.

7. **HIPAA Compliance.** Billings acknowledges RiverStone Health is a “covered entity” under HIPAA and Billings shall comply with the applicable sections of HIPAA (Public Law 104-191 of August 21, 1996, Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261 et seq. as from time to time amended, referred to in this Agreement as “HIPAA”). In those areas where Services, products, acts or omissions implicate RiverStone Health’s obligations to comply with HIPAA, Billings shall cooperate with RiverStone Health to comply with the requirements of and the regulations hereunder, including the privacy and security regulations, as of their implementation date, without any additional cost or charges to RiverStone Health. Billings shall from time to time, and upon the request of RiverStone Health, provide RiverStone Health reasonable assurances regarding compliance with HIPAA and other state and federal laws, regulations, rules, and policies relative to health information and technology applicable to and affecting RiverStone Health and the operations of RiverStone Health. In the event the Services provided under this Agreement require the parties to establish appropriate policies and procedures or to amend or revise this Agreement to assure compliance with HIPAA, RiverStone Health

and Billings agree to negotiate in good faith to establish appropriate policies and procedures and to amend this Agreement. If the parties are unable to establish policies and procedures that comply with HIPAA and to amend or revise this Agreement to assure compliance, either party may terminate this Agreement prior to the implementation date of any relevant HIPAA regulation.

8. **No Referrals.** Neither party to this Agreement intends to, or will, give or receive, or offer to give or receive, anything of value, either directly or indirectly, in exchange for the referral of patients or for arranging or furnishing any item or service for which payment may be made by the Medicare, Medicaid, Tricare, or other similar healthcare payer programs.

9. **Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter, and there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein.

10. **Amendments.** In the event that the Services provided under this Agreement require the parties to revise this Agreement to assure compliance with new laws and regulations, RiverStone Health and Billings agree to negotiate in good faith to establish appropriate policies and procedures and to amend this Agreement. If the parties are unable to amend or revise this Agreement to assure compliance, either party may terminate this Agreement prior to the implementation date of any relevant law or regulation. Only a written instrument duly executed by the parties may amend this Agreement.

11. **Assignment.** Except as otherwise provided in this Agreement, neither party may assign, delegate, transfer, or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of all parties hereto.

12. **Relationship of Parties.** In performance of this Agreement, RiverStone Health and Billings shall at all times be acting and performing as independent contractors. Billings shall neither have nor exercise any control or direction over the methods by which RiverStone Health or its personnel perform Services hereunder, nor shall RiverStone Health or its personnel be deemed employees of Billings for any purpose whatsoever. Nothing herein shall be construed to create a joint venture or partnership between the parties or to authorize any party to act as an agent for any other party.

13. **Severability.** In the event that any provision of this Agreement or the application thereof to any person in any circumstance is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect any other provision of this Agreement, or the application thereof in any other circumstance.

14. **Advertising and Publicity.** Billings and RiverStone Health each reserve the right to use and control the use of its name and all symbols, trademarks, and service marks presently existing or later established by it. Neither Billings nor RiverStone Health shall use the other party's name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such use immediately upon written notice from the other party or termination of this Agreement, whichever is sooner.

15. **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

16. **Contract Modifications for Prospective Legal Events.** In the event that any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, RiverStone Health and Billings shall amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between RiverStone Health and Billings.

CITY OF BILLINGS, MONTANA

Date

William A. Cole, Mayor

ATTEST:

By: _____

City Clerk

RIVERSTONE HEALTH

Date

Jonathan Forte, President and CEO

EXHIBIT “A”

RIVERSTONE HEALTH DELIVERABLES AND PAYMENT

RiverStone Health commits to the following activities:

1. Provide two (2) Full Time Equivalent Registered Nurses to provide home visiting services using the Nurse Family Partnership (NFP) evidence-based fidelity program model to expectant parents and/or parents of child up to age two in the city of Billings.
 - Each nurse will require a ramp up period of twelve (12) months to be at full caseload. Ramp up includes education on the model elements of NFP and adding clients over a period of time with intense supervisor support and oversight.
2. Increase the total number of expectant parents residing at City of Billings addresses served by 50 over the course of a year, from date of each RN’s hire.
3. Evaluation tool to be implemented within four (4) months of Commencement Date with data provided on a quarterly basis to the City Council.
4. RiverStone Health will provide in-kind program management, supervision, and program evaluation in collaboration with Billings staff.
5. If desired, RiverStone Health will provide program updates to Billings City Council on a regularly agreed upon frequency.

BILLINGS DELIVERABLES AND PAYMENT

Billings commits to the following activities:

1. Compensate RiverStone Health for fulfillment of activities as outlined in Exhibit A in the amount of \$198,966. Funds will be disbursed based on hire date of each nurse with billing to occur on a quarterly basis.
2. Provide feedback and input to RiverStone Health for the development of a program evaluation plan and criteria to be established by RiverStone Health.
3. Meet on a regularly agreed upon frequency with RiverStone Health to assess program measures and results.