

SERVICES AND LICENSE AGREEMENT
Moving Beyond Depression (MBD)

THIS IS A CONSULTING SERVICES AND LICENSE AGREEMENT (“Agreement”), effective as of June 1, 2015 (“Effective Date”), by and between **Every Child Succeeds** (“Licensor”), an Ohio nonprofit corporation, located at 3333 Burnet Ave., Cincinnati, Ohio 45229-3039 and Nevada County Public Health Department (“Licensee”), located at 500 Crown Point Circle, Suite 110, Grass Valley, CA 95945.

WHEREAS, Licensor has developed the Moving Beyond Depression Program for treatment of Maternal Depression which includes the psychological treatment entitled “In-Home Cognitive Behavioral Therapy (IH-CBT)” (“Program”) which includes implementation materials (“Materials”), and provides consulting services to licensees to assist in the implementation of the Program using some or all of the Materials; and

WHEREAS, Licensee desires to implement the Program, license the Materials and engage Licensor to provide certain services in connection with its Program implementation;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

Article I-License

A. **License.** Licensor hereby grants to Licensee a non-exclusive, nontransferable license to reproduce, disseminate, use and display the Materials in connection with the implementation of the Program as described in Exhibit A. Materials include the IH-CBT Manual, Policy and Procedures Manual, clinical tools used in implementation of IH-CBT (e.g., Fidelity Checklist), training documents and slides distributed to therapists, supervisors, and home visitors, tools to facilitate screening, treatment, and implementation of the Program and any other written information provided to Licensee by Licensor. The Materials, and any copies thereof, may not be transferred or taken or otherwise provided by Licensee to any affiliate, subsidiary, other institution or company without the prior written consent of Licensor. Licensee agrees to implement the Program in strict compliance with the Material.

Licensor further grants to Licensee a non-exclusive, nontransferable license to use Licensor’s name and trademark only in connection with the Materials and only for the purpose of implementing the Program only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensee agrees not to use any other trademark or service mark, alone or in combination with Licensor’s marks, on the licensed Materials without Licensor’s prior written approval, and Licensee will at no time use or apply to register any trademark, trade name, service mark or other designation that is confusingly similar to the trademark. Licensee may alter in a limited way the promotional materials provided by Licensor for use with the Program to make them more engaging to local populations. Such customizations must be submitted to the Licensor prior to distribution for review and written approval, which will not be unreasonably withheld. Such revised promotional material must include the following attribution: “The Maternal Depression Treatment Program and In-Home Cognitive Behavioral Therapy were developed by Every Child Succeeds, Inc.” or other attribution approved in writing by Licensor. Promotional materials include brochures, reports for distribution, and any other written or electronic materials and videos. Upon Licensor’s request, Licensee will, from time to time, provide Licensor samples of its use of the trademark hereunder. The foregoing trademark license shall cease immediately with respect to a trademark if and when such trademark has been superseded or replaced by a new trademark. Licensee shall acquire no right, title or interest in or to the trademark, and all goodwill derived from the use of the trademark shall inure solely to the benefit of Licensor. In the event Exhibit A authorizes Licensee to sublicense the use of the Materials to third parties, Licensee will ensure that such sub-licensees are bound to the terms contained in this Agreement. Licensee will not train other therapists or supervisors in Program procedures and clinical treatment approaches, except as authorized pursuant to this Agreement in Exhibit A.

B. **Negation of Rights Not Licensed.** Licensee shall not modify or amend any Materials or create any derivative works or improvements thereto (all such modifications, amendments, improvements of derivative works collectively referred to as “Modifications”) without the prior written consent of Licensor. Modifications, whether authorized or unauthorized, will be solely owned by Licensor and shall be subject to the limited licenses

and restrictions set forth in this Agreement with respect to Materials. Licensee agrees to execute (and cause its employees and contractors to execute) any additional documents and do all things necessary or appropriate (at Licensor's expense) to vest and confirm all rights in the Program and all Materials and Modifications (including, without limitation, all patents, copyrights, trade secrets and other intellectual property rights therein, whether now existing or hereafter coming into existence) in Licensor. Any rights not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement authorizes only the use of the Materials licensed herein.

C. Copyright Notice. All copies of the Materials reproduced, displayed or disseminated pursuant to this Agreement shall contain a copyright notice in the name of Licensor in a form approved by Licensor and a statement that the Materials have been reprinted under a license granted by Licensor.

D. Subcontractors. All personnel implementing the Program on Licensee's behalf will either be employees of Licensee or will be approved by Licensor in writing prior to such personnel's access to the Program or Materials. In addition, Licensee will ensure that such non-employee personnel of Licensee engaged by Licensee to implement the Program on Licensee's behalf ("Subcontractors") are bound to comply with all terms and conditions contained in this Agreement and Licensee will be responsible for all acts or omissions of Subcontractors.

Article II-Services

Licensee hereby engages Licensor as an independent contractor to provide the services set forth in Exhibit A attached hereto and incorporated herein by reference ("Services"). Licensor shall deliver the Services on the dates and for the fees specified in Exhibit A. Licensor shall submit an invoice to Licensee in accordance with the payment schedule included in Exhibit A setting forth the date Services were provided, a description of Services rendered, hours spent and fees due. Licensee shall pay such invoice within thirty (30) days of receipt of an undisputed invoice. Licensee agrees that any materials resulting from the Services will be solely owned by Licensor and Licensor hereby grants Licensee a non-exclusive, non-transferable license to use such materials for the term of this Agreement. Licensee agrees to implement the Program consistent with the Services and Materials.

Article III-Miscellaneous

A. Term. This Agreement will commence on the date first written above and will continue for a term of two (2) years ("Initial Term"). In the event Licensee elects to continue using the Materials after the Initial Term, Licensee may do so by providing Licensor thirty (30) days prior written notice indicating its desire to renew this Agreement for an additional one (1) year term ("Additional Term") as well as pay Licensor the annual license fee associated with the use of the Program. The annual license fees for use of the Materials are \$2,500.00 for the Licensee and \$1,375.00 per FTE provider, as set forth per Exhibit A, "Description of Services" and further detailed in Exhibit B, "Proposed Budget" attached hereto and incorporated herein. For any Additional Term, the annual license fee will be Licensor's then current annual license fee. Either party may terminate this Agreement upon at least sixty (60) days prior written notice. In addition, Licensor may terminate this Agreement upon written notice, effective immediately, due to Licensee's breach of any provision hereof or in the event Licensee becomes insolvent or ceases to do business. Upon termination of this Agreement, Licensee shall discontinue immediately all use of the Materials, Modifications and Licensor's Confidential Information and destroy or otherwise cease display of all printed materials bearing any of the Licensor's copyrights, trademarks or service marks. All rights in the Materials shall remain the property of Licensor.

B. Patient Care Responsibility. Licensee, on its behalf and on behalf of the parties to whom Licensee is authorized to sublicense the Materials, takes full responsibility for use of the Program, Materials and Modifications, and acknowledges that the use of the Program, Materials and Modifications is in no way intended to replace or substitute for professional or business judgment.

C. Commercial General Liability Insurance: Licensor shall promptly provide proof of a minimum \$1,000,000 Commercial General Liability Insurance policy, evidenced by a certificate of insurance with

properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §C;
- (ii) An endorsement naming Licensee as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the Licensee shall be excess only and not contributing with Licensor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to Licensee of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

D. Automobile Liability Insurance: Licensor shall promptly provide proof of a minimum \$1,000,000 Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Licensor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage.
- (ii) An endorsement naming Licensee as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the Licensee shall be excess only and not contributing with Licensor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to Licensee of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

E. Worker's Compensation: Licensor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to Licensee.

F. Errors and Omissions: Licensor shall maintain either a professional liability or errors & omissions policy in the minimum amount of \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to Licensee.

G. Miscellaneous Insurance Provisions: All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless Licensee specifically consents to "claims made" coverage. If the Licensee does consent to "claims made" coverage and if Licensor changes insurance carriers during the term of this Agreement or any extensions hereof, then Licensor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by Licensee, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this Agreement.

At all times, Licensor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the Licensee Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Licensor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which Licensee may elect to suspend payments hereunder, or terminate this Agreement, or both.

H. **Audit.** During the term of this Agreement, Licensee shall permit Licensor, upon reasonable advance notice and during regular business hours, access to Licensee's site and books and records directly related to the this Agreement to confirm that the Licensee is performing in compliance with this Agreement.

I. **Confidential Information.** Each party agrees not to disclose to third parties or employees without a need to know, information received from the other party which has been identified as proprietary or confidential, or which by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary or confidential (collectively "Information"). Both parties agree that it shall treat and safeguard the other party's Information with the same standard of care employed for its own Information and shall in no event employ less than a reasonable standard of care. The foregoing confidentiality obligations shall not apply when, after and to the extent the Information disclosed: (i) is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents, or contractors; (ii) was already in possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; (iii) is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder; or (iv) is required to be disclosed by applicable law, rule, or court order, in which case receiving party shall promptly notify disclosing party of such required disclosure, take all reasonable steps to limit the scope of such disclosure, and provide disclosing party with an opportunity to comment on such proposed disclosure. All Information shall remain the property of the disclosing party and disclosure shall not be construed as a grant of any license of the Information to the receiving party. In the event that either party should breach any of its responsibilities under this Section, or in the event that such a breach appears to be an imminent possibility, the non-breaching party shall be entitled to all legal and equitable remedies, including, without limitation, issuance of injunctive orders restraining the breaching party, its employees, agents or independent contractors, from committing such breach. The foregoing obligations of confidentiality and use shall continue for five (5) years after the termination of this Agreement.

J. **HIPAA.** Licensor agrees to comply with the requirements of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity on behalf of Licensee to the extent Licensee would be required to comply with such requirements.

Without limiting the rights and remedies of Licensee elsewhere as set forth in this agreement, Licensee may terminate this agreement without penalty or recourse if determined that Licensor violated a material term of the provisions of this section relating to HIPAA.

Licensor ensures that sublicensors or agents to whom Licensor provides Protected Health Information received from Licensee or from any other source agree to the same restrictions and conditions that apply to Licensor with respect to such information.

Collectively, the Licensor and Licensee agree that only De-Identified Data may be provided by Licensee to Licensor for the purpose of Licensor's data collection and analysis functions, and that De-Identified data shall be limited to aggregate form data that will not allow for the identification of Program participants in any regard. Said sharing of De-Identified data shall only occur upon the execution of a Data Use Agreement between Licensor and Licensee.

K. **No Partnership, etc.** This Agreement shall not be construed as establishing a partnership, agency or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

Limitation of Liability; Indemnification. LICENSOR MAKES NO WARRANTY, IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM OR THE MATERIALS. Without limiting the generality of the foregoing, Licensor does not warrant the accuracy or suitability of information in the Materials and does not undertake any obligation to update or otherwise modify the Materials.

Licensee shall indemnify, defend and hold harmless the Licensor and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the gross negligence or willful misconduct of Licensee, except such loss or damage which was caused by the sole gross negligence or willful misconduct of Licensor or its officers, officials, employees, agents and volunteers. Licensor shall indemnify, defend and hold harmless the Licensee and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the gross negligence or willful misconduct of Licensor, except such loss or damage which was caused by the sole gross negligence or willful misconduct of Licensee or its officers, officials, employees, agents and volunteers. Notwithstanding the foregoing, in no event shall the liability of either party under this Agreement exceed the amount paid to Licensor by Licensee.

IN THE EVENT THAT THE PROGRAM, MATERIALS, RESULTS OF THE SERVICES OR MODIFICATIONS ARE USED IN CONNECTION WITH ANY DIAGNOSIS OR TREATMENT BY LICENSEE, AND/OR ANY OF LICENSEE'S EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND THE LIKE, LICENSEE AGREES TO ACCEPT ALL RESPONSIBILITY IN CONNECTION THEREWITH, INCLUDING RESPONSIBILITY FOR INJURY, DAMAGE AND/OR LOSS RELATED TO SUCH DIAGNOSIS OR TREATMENT, IRRESPECTIVE OF WHETHER SUCH INJURY, DAMAGE AND/OR LOSS RESULTS FROM USE OF THE PROGRAM, MATERIALS, RESULTS OF SERVICES OR MODIFICATIONS PROVIDED HEREUNDER. LICENSEE AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL SERVICES RESIDES SOLELY WITH LICENSEE'S EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, AND THE LIKE.

L. **Assignment.** The rights granted to Licensee hereunder shall not be assigned, sublicensed or otherwise transferred by Licensee without the prior written consent of Licensor, and any such attempted transfer without such written consent shall be void and of no effect. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

M. **Entire Agreement; Modifications.** This writing sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter hereof. Any waiver, modification, or cancellation of any terms or conditions of this Agreement must be in writing, and no waiver by Licensor, whether express or implied, of any breach or default by Licensee shall constitute a continuing waiver of any term or provision of this Agreement.

N. **Severability.** In the event that any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and such invalid, illegal or unenforceable term or provision shall be reformed so as to most nearly effect the intent of the parties without invalidity or illegality.

O. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. Signatures to this Agreement transmitted by fax, by electronic mail in "portable document format" ("pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper

document bearing the original signature.

P. **Compensation.** Licensee will compensate Licensor as described in Exhibit A.

Q. **Notices.** All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed, postage prepaid to the addressee party at the following address:

If to Licensor:
Every Child Succeeds
c/o Children's Hospital Medical Center
3333 Burnet Avenue
Cincinnati, Ohio 45229-3039
ATTN: Judith Van Ginkel, President

If to Licensee:
Nevada County Public Health Dept.

500 Crown Point Circle, Suite 110
Grass Valley, CA 95945
ATTN: Cindy Wilson, Director Public
Health Nursing

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the Effective Date.

Every Child Succeeds

Nevada County Public Health Department

Signature: _____
By: Judith Van Ginkel
Title: President

Signature: _____
By: Edward C. Scofield
Title: Chairperson, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Approved as to Form:

County Counsel

**MOVING BEYOND DEPRESSION—EXHIBIT A
DESCRIPTION OF SERVICES**

Licensee will:

1. Utilize 2 contract staff, one at 45% effort and one at 30% effort, with Masters-level training in social work, psychology, or counseling and with prior training in cognitive behavioral therapy and experience with treating adult depression to serve as therapists and implement the Program.
2. Utilize existing doctoral level supervisor (can be Ph.D., M.D., or equivalent) with a background in cognitive behavioral therapy, treatment of adult depression, and experience diagnosing and treating serious mental illness.
3. Cover travel expense for therapists and supervisors to attend training in Cincinnati by Licensor.
4. Provide a central location for training of home visitors, supervisors, and home visiting leadership to receive training in implementation of the Program. All home visitors, supervisors, and home visiting leadership will be in attendance for this training.
5. Cover travel expenses for 2 MBD staff to travel to Licensee's site to conduct training of personnel in #4 above.
6. Ensure that therapists and supervisors are available for Clinical Consultation and Support Calls.
7. Ensure that home visiting leadership is available for Implementation of Consultation and Support Calls.
8. Not add new therapists or supervisors without having them trained by Licensor in Cincinnati through an amendment to this contract, unless otherwise agreed to in writing by the parties.

Licensee's agencies in the communities will:

1. Ensure Program implementation consistent with all Materials and other written requirements
2. Systematically screen mothers in home visiting using a standard depression screen in order to generate referrals into the Program.

Licensor will:

1. Develop implementation plan based on site visit and discussion with home visiting agencies.
2. Train home visitors and site administration in screening and referral procedures.
3. Schedule and provide 2 therapists and 1 doctoral level supervisor with an intensive, two-day training in IH-CBT in Cincinnati.
4. Provide Licensee therapists and the supervisors with the IH-CBT manual and IH-CBT clinical tools.
5. Conduct regularly scheduled on-site and telephone conversations to support program leadership in effectively identifying and recruiting eligible mothers into the Program.
6. Conduct regularly scheduled on-site and telephone conversations to support therapists in effectively implementing the Program.
7. Review a sample of audiotapes of IH-CBT sessions to ensure quality and fidelity to the treatment model.

Dates of Service Delivery: As mutually agreed upon.

Fees:

1. Licensee will compensate Licensor \$32,216.21 for the two year Initial Term according to the budget attached in Exhibit B.

2. Licensee will compensate Licensor according to the following schedule:

- June 1, 2015 – May 31, 2016 \$22,278.47
 - Upon execution of Services and License Agreement for annual license fees
 - Upon completion of training at Licensee's home visitors and other personnel at Licensee's site for Licensor staff time, travel and lodging
 - Upon completion of IH-CBT training of therapists and supervisor in Cincinnati
 - Quarterly for oversight and accountability calls, data collection and analysis

- June 1, 2016 – May 31, 2017 \$ 9,937.74
 - Annual license fees
 - Quarterly for oversight and accountability calls, data collection and analysis

3. Licensee will pay all invoices within forty-five (45) days of receipt.

Exhibit B
Proposed Budget

Year	Activity	Client staff	Staff	Time	Extra Info	Cost
1	Consulting and Support for 2 day program planning and training of Home Visitors (HV)		Bob & Michelle			\$5,940.00
1	Travel to train HV's		2		Grass Valley, CA	\$2,911.00
1	Therapist, team lead training in Cincinnati	2 PT Therapists & 1 PT Team Lead	Amy, Bob, Erica, Laura, & Michelle			\$2,552.00
1	Training material production	3 people			\$29/person	\$87.00
1	Food & Drink	3 people			\$25/person * 2 days	\$150.00
1	Manual Preparation Time	3 people			1hr/participant * \$34/hr	\$102.00
1	Organization Licensing Fee	1				\$2,500.00
1	Therapist Licensing Fee	2 PT			\$687.50/each	\$1,375.00
1	OT&S calls	2 PT	Michelle & Clinical Staff	9 calls, 30 min		\$397.87
1	Leadership calls	5 calls	Bob & Michelle	5 calls, 1 hr each plus 10 hrs of consulting calls		\$3,114.51
1	Data collection & analysis		Bob, Ted, ECS Data Coordinator	10 hours		\$2,508.66
1	Audio Review		Clinical Staff	6 hrs/each PT Therapist		\$640.43
				TOTAL for YEAR 1		\$22,278.47
2	Organization Licensing Fee	1				\$2,500.00
2	Therapist Licensing Fee	2 PT			\$687.50/each	\$1,375.00
2	OT&S calls	2 PT	Michelle & Clinical Staff	7 calls, 30 min		\$318.74
2	Leadership calls	5 calls	Bob & Michelle	5 calls, 1 hr each plus 10 hrs of consulting calls		\$3,179.23
2	Data collection & analysis		Bob, Ted, ECS Data Coordinator	10 hours		\$2,564.77
				TOTAL for YEAR 2		\$9,937.74
TOTAL for YEARS 1 & 2						\$32,216.21