

Youth Villages, Inc.  
A Memphis, TN Non-profit Corporation  
3320 Brother Blvd  
Bartlett, TN 38133

Date

Address To

Dear \_\_\_\_\_:

Youth Villages, Inc. is a private nonprofit organization dedicated to helping emotionally and behaviorally troubled children and their families live successfully. We help more than 22,000 children and families each year from more than 20 states and Washington, D.C. Since, 1999, YVLifeSet™ has helped more than 13,000 young people aging out of state custody or other care arrangements successfully transition to independence. YVLifeSet™ is a proven method for helping young adults get it right. Since 1999, YVLifeSet™ has helped provide the most vulnerable young people with support they need to realize their own amazing potential.

This YVLifeSet™ model License Agreement summarizes certain provisions of your Implementing Provider/Licensee agreement and other information. Please read this agreement carefully. You must sign this agreement and pay any fees associated with this licensing agreement to receive the right to the license.

The terms of your agreement will govern your Provider/Licensee relationship with Youth Villages, Inc.

If you have any further questions about the provisions of this agreement, please feel free to contact our General Counsel, Mr. Jim Mulroy at (901) 251-4964 or [jim.mulroy@youthvillages.org](mailto:jim.mulroy@youthvillages.org).

Sincerely,

Katja Russell  
Managing Director, Partner Operations  
Youth Villages, Inc.  
3320 Brother Blvd  
Bartlett, TN 38133

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### **List of Exhibits**

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## **YVLIFESET™ MODEL LICENSE AGREEMENT**

This Agreement (“Agreement”) is made and executed on \_\_\_\_\_ 20\_\_ (the “Effective Date”), by and between \_\_\_\_\_ (“Implementing Provider/Licensee”) and Youth Villages, Inc., a non-profit corporation (“Youth Villages”/Licensor) (each a “Party” and together, the “Parties”).

### **I.**

#### **Background Understandings**

##### **A. Summary of the Model**

Whereas, Youth Villages, Inc. has experience providing support for young people with a proprietary program known as YVLIFESET™ sometimes referred to in this agreement as the model. YVLIFESET™ is an intensive community-based treatment model for helping vulnerable young people make a successful transition to adulthood. The Program includes procedures and interventions to help youth maintain stable and suitable housing, remain free from involvement with the law, participate in educational and vocational programs and develop other critical life skills. The YVLIFESET™ model, includes all studies, databases, reports, websites, blogs, training, instructional materials, and other documents and data which support and analyze the Model. Youth Villages claims Copy Right, Trademark, and Trade Secret rights to these materials.

##### **B. Acknowledgement by Licensee of YV Proprietary Interest**

Whereas, Implementing Provider/Licensee acknowledges Youth Villages proprietary, trademark, trade secret, and copyright interests in the YVLIFESET™ model and agrees that the associated materials are unique and are entitled to the protections offered by:

- This contract,
- Federal and state laws protecting proprietary trade information as defined in those laws, including but not limited to original ideas, data reports, costs and pricing, and original writings describing the processes used by the program;
- Copy Right and Trademark laws.
- The common law relating to property rights

##### **C. Implementation Area**

Whereas, Implementing Provider/Licensee desires to implement the Model to serve young people and children in the geographic area it serves which is within a 30 mile radius of Implementing Provider/Licensee’s principal location at: \_\_\_\_\_

(here in after referred to as “Area”); and

##### **D. License**

Whereas, Youth Villages desires and intends to train the Implementing Provider/Licensee in the YVLIFESET™ model and provide a license to use the Model in delivery of service to the youth that Implementing Provider/Licensee serves, provided Implementing Provider/Licensee meets the requirements set forth herein.

In consideration of the foregoing and for other good and valuable consideration, the Parties agree as follows:

## **II.** **Terms of the License Agreement**

**A. Term.**

The “Term” of this agreement will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

**B. Non-Exclusive License**

Youth Villages grants a non-exclusive license to \_\_\_\_\_ in order to implement and use YVLIFESET™ in the Area.

**C. Modifications of the Model**

From time to time, in its sole discretion, Youth Villages, Inc. may modify the model, or its supporting documentation. Implementing Provider/Licensee agrees to implement and adopt the changes communicated to it by Youth Villages within thirty (30) days of receipt of the changes by licensee. However, Youth Villages has no duty to modify the Model.

**D. Support of the Model by Youth Villages**

Youth Villages will support Implementing Provider/Licensee in implementing the Model as described in **Exhibit 2** (“Support”).

**E. Model and Intellectual Property Ownership**

The YVLIFESET™ model, all Youth Villages Confidential Information, and any and all inventions or other intellectual property, including improvements or modifications to anything disclosed to Implementing Provider/Licensee, shall be owned by Youth Villages regardless of who invented, conceived, developed, contributed to, or made the invention, improvement, or other intellectual property. Youth Villages specifically reserves the right to reject any proposed change and to prohibit Implementing Provider/Licensee from using the Proprietary Program in connection with any changes or modifications. The rights established under this paragraph will survive the termination of this Agreement.

These rights extend to all Trademarks and Trade Dress of YVLIFESET™ as well as that of Youth Villages and all of its programs.

**F. Confidentiality of the Information Contained in this Contract**

Except as otherwise expressly provided in this Section, Implementing Provider/Licensee and Youth Villages hereby mutually covenant and agree (i) to keep the terms of this Agreement, including all pricing (collectively, the “Agreement Confidential Information”), strictly confidential, and (ii) not to disclose the Agreement Confidential Information to any third party. Notwithstanding the foregoing, Youth Villages may disclose the form of this Agreement to future third parties contracting with Youth Villages for YVLIFESET™. The Parties may disclose Agreement Confidential Information in the usual and customary operation of their respective businesses, including, but not limited to, disclosure to third party auditors and

attorneys with a need to know such information. Any recipients of Agreement Confidential Information must agree to keep the Agreement Confidential Information strictly confidential. The foregoing confidentiality obligation shall not apply to information that is required to be disclosed by law; provided, however, that to the extent not prohibited by law, the receiving Party so required to disclose shall first notify the disclosing Party to enable it to seek relief from such requirement, and render reasonable assistance requested by the disclosing Party in connection therewith. This Section and the obligations contained herein shall survive the expiration or earlier termination of this Agreement. Implementing Provider/Licensee agrees to take reasonable steps to prevent the publication or disclosure of Youth Villages Confidential Information and to prevent any acts which might result in such from losing its character as Youth Villages Confidential Information.

#### **G. Access to Proprietary, Trade Secret and Confidential Information**

1. Unless specifically authorized in writing by Youth Villages, Implementing Provider/Licensee may only allow access to Youth Villages Confidential, Proprietary and Trade Secret Information or sometimes referred to as “Confidential Information hereafter” by its employees whose employment duties with Implementing Provider/Licensee require access to such Information in order to perform their employment duties. Before access to Youth Villages information is provided to such persons, Implementing Provider/Licensee must inform those persons about the confidential nature of Youth Villages Information and must ensure that such persons are legally bound to maintain the confidentiality of Youth Villages Information. The employees of the implementing provider will acknowledge their obligation under state and local laws as described in **Exhibit 7**. Implementing Provider/Licensee agrees that it will treat the Confidential Information with at least that amount of care with which it treats its own Confidential Information.
2. The Parties agree that they shall not create for promotional, informational, or marketing use anything that contains (1) the names, trademarks, trade dress, logos, symbols or a description of the business or activities of the other Party without in each instance obtaining the prior written consent and approval of the specific type of use of the Party owning the rights thereto; or (2) the award or the content of this Agreement without in each instance obtaining the prior written consent of the other Party.

#### **H. Implementing Provider/Licensee Obligations in Respect to Implementation.**

1. The Implementing Provider/Licensee will implement with fidelity, consistent with the “Model Elements” described in **Exhibit 1** hereto and Implementing Provider/Licensee Obligations in **Exhibit 3**.
2. Implementing Provider/Licensee shall advise each of its employees trained or tasked with implementing the Model of Youth Villages’ interest in the Model, and said employees shall acknowledge their obligation under state and federal law to protect that information. This paragraph is not intended to create obligations under this contract in respect to those employees.

3. Implementing Provider/Licensee will 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, and business associate agreements. **Exhibit 8** is the HIPAA compliant Business Associate Agreement between Youth Villages and Implementing Provider/Licensee which is to be executed contemporaneously herewith.
4. Implementing Provider/Licensee assumes responsibility for knowledge of and compliance with all local, state and federal laws, rules, regulations, and licensing requirements pertaining to its services and the implementation of the Model, including, but not limited to, compliance with occupational health and safety, environmental protection, nondiscrimination, antitrust, health care regulation, the Health Insurance Portability and Accountability Act (“HIPAA”), the Federal Anti-Kickback Statute (42 U. S.C. § 1320a-7(b), and its implementing regulations at 42 F.R. § 1001.952(j)) (“GPO Safe Harbor”), and equal employment opportunity laws. Implementing Provider/Licensee is an independent legal entity and does not, by entering or executing this Agreement, become a joint venture, joint employer nor partner. Nor does it enter into any other type of legal relationship with Youth Villages that results in liability of any kind to Youth Villages other than is described in this contract.
5. Implementing Provider/Licensee assumes full responsibility and accountability for any and all professional clinical decision-making for its clients in compliance with any applicable corporate practice of medicine principles. All medical and other clinical decisions shall be made by the Implementing Provider/Licensee or appropriately licensed professional in the best interest of the client. Youth Villages shall neither have nor exercise any control over the methods or manner of the delivery of medical care and services to Implementing Provider/Licensee’s clients so as to avoid violation of any applicable corporate practice of medicine principles.

#### **I. Monitoring Fidelity of Implementation**

Implementing Provider/Licensee agrees to undertake the following duties and obligations:

1. Implementing Provider/Licensee shall cooperate with Youth Villages in assessing the fidelity and quality of Proprietary Program implementation.
2. Youth Villages may conduct such review, including the use of audio recordings of sessions and team supervision, as it may consider to be appropriate, consistent with the maintenance of client confidentiality.
3. In the event that Youth Villages determines that Implementing Provider/Licensee is failing to implement the Proprietary Program with fidelity and otherwise in a manner consistent with this Agreement, including, without limitation, the Model Elements described in **Exhibit 1**, Implementing Provider/Licensee Obligations in **Exhibit 3**, and the provision of monthly required data elements in **Exhibit 6**, Youth Villages shall advise Implementing Provider/Licensee regarding implementation of performance improvement measures.

4. Implementing Provider/Licensee will make reasonable efforts to collect additional data and/or participate in research intended to improve the Proprietary Program and the Model Elements as requested, required, or approved by Youth Villages, Inc. subject to any legally required protection of client confidentiality.
5. In particular, Implementing Provider/Licensee agrees to make its best efforts to collect additional data and/or participate in research or improvements or modifications to the Proprietary Program as Youth Villages may, from time to time, request. Implementing Provider/Licensee agrees that Youth Villages may, subject to the protection of client confidentiality: (i) include any such information (including the identification of Implementing Provider/Licensee as appropriate) in research, publications, presentations, and marketing materials developed by Youth Villages; and (ii) publish or present information or results in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Youth Villages shall provide attribution to Implementing Provider/Licensee in such publications, as determined by the parties to be reasonable and appropriate.
6. Implementing Provider/Licensee will not participate in any research or evaluation in any way related to the Proprietary Program without the prior written consent of Youth Villages. Implementing Provider/Licensee agrees not to reference Youth Villages or YVLIFSET™, or any of its constituent components in any research, publications, presentations, or marketing materials without the prior written consent of Youth Villages.
7. All fees due to Youth Villages as shown in **Exhibit 5** shall be paid to Youth Villages by Implementing Provider/Licensee as invoiced and are not conditional upon or subject to reimbursement or any other conditions except as set out in Section L.

**J. Permitted copying and use**

Implementing Provider/Licensee is authorized to reproduce certain published materials specified below and used in the implementation of the Proprietary Program so long as (1) this Agreement is in effect, (2) Implementing Provider/Licensee uses the reproductions solely for Proprietary Program implementation, (3) Implementing Provider/Licensee does not sell, copy, or otherwise distribute the reproductions to any third party (other than the young people served by the Proprietary Program), and (4) Implementing Provider/Licensee complies with all confidentiality provisions in this Agreement. Implementing Provider/Licensee understands and agrees that the entire YVLIFSET™ is owned exclusively by Youth Villages, Inc. Implementing Provider/Licensee will use the Proprietary Program solely as permitted by this Agreement and as instructed by Youth Villages, Inc. from time to time and will not use or implement any change without the express written permission of Youth Villages, Inc. Implementing Provider/Licensee expressly agrees that it will comply with any third party licenses to any portions of the Proprietary Program as disclosed by Youth Villages so as to prevent a breach thereof by Youth Villages as a result of Implementing Provider/Licensee's actions.

**K. Branding**

Implementing Provider/Licensee will follow the brand directions as set out in **Exhibit 4**.



**L. Fees, Payment and Consideration.**

1. **Payment to Youth Villages for Services.** Youth Villages shall invoice Implementing Provider/Licensee monthly for Proprietary Program and Support. The initial schedule of fees to Implementing Provider/Licensee is set forth in **Exhibit 5**. Youth Villages will notify Implementing Provider/Licensee at least sixty (60) days prior to any change in fees becoming effective. Implementing Provider/Licensee will send payments, identifying the Youth Villages, Inc. invoice, within thirty (30) days of each invoice. Notwithstanding whether Implementing Provider/Licensee appropriately implements the Model Elements in accordance with this Agreement or whether Implementing Provider/Licensee is reimbursed for fees made payable to Youth Villages for its services hereunder, Implementing Provider/Licensee shall nonetheless remain liable for the payment of fees or other expense to Youth Villages in accordance with this Agreement.
2. **Disbursements from Youth Villages to Provider.** Youth Villages will fund the implementation of the Model through \_\_\_\_\_. This funding is contingent on the implementation of the program with the fidelity contemplated by this agreement and the provider reaching and maintaining the minimum average daily capacity goals throughout the funding period as set out in **Exhibit 3** hereto. Any short falls in meeting this goal may result in a corresponding pro rata decrease in funding. However, the Provider will be paid for services rendered under this agreement by \_\_\_\_\_, not Youth Villages.

**M. Term and Default.**

1. **Term of Agreement.** This Agreement shall remain in full force and effect for an initial term as described in section II.A. Term (the “Initial Term”) unless terminated as provided herein. The agreement may be renewed for subsequent terms upon the signatures of both parties. “Term” shall refer to the Initial Term and any extensions. Upon each written agreement of the Parties, the Term of Agreement shall extend for an additional year.
2. Implementing Provider/Licensee or Youth Villages may terminate this Agreement at any time, with or without cause, by delivering not less than thirty (30) days’ prior written notice thereof. In addition, upon a material breach of this Agreement by either Party that is not cured within thirty (30) days of non-breaching Party’s written notice thereof, or upon a non-curable material breach, the non-breaching party may, at its election, either: (1) terminate this Agreement immediately by delivering written notice thereof to the breaching Party; or (2) exercise any other right or remedy available in law or in equity, except to the extent otherwise provided for in the Agreement.

**N. Liability.**

1. **Warranty.** Based on the nature of the Proprietary Program, Youth Villages does not make representations or warranties with respect to the Proprietary Program. Implementing Provider/Licensee may not return any Proprietary Program for any refund or credit.

2. **Insurance.** Implementing Provider/Licensee shall maintain and keep in force during the Term commercial general liability insurance, professional liability insurance, and all other insurance required to comply with and provide services under the Proprietary Program, including but not limited to automobile insurance, workers' compensation insurance, and employment practices liability insurance (EPLI) in amounts no less than required by law or carried by companies in the same or similar businesses similarly situated. The professional liability insurance shall include sexual abuse and molestation insurance. The professional liability insurance and the general liability insurance shall contain a minimum combined single limit of liability for bodily injury and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Youth Villages shall be named as an additional insured on commercial general liability, professional liability, EPLI, and cyber policies. Implementing Provider/Licensee shall provide certificates of insurance to Youth Villages within fifteen (15) days following any request, indicating all the foregoing coverage. Implementing Provider/Licensee shall not amend, in any material aspect, any insurance coverage that affects the interests of Youth Villages or terminate said insurance, except after providing fifteen (15) days' prior written notice to Youth Villages.
3. **Implementing Providers Release and Indemnity.** Implementing Provider/Licensee hereby releases, and agrees to indemnify, hold harmless, and, if requested, defend Youth Villages and its officers, directors, agents, subsidiaries, affiliates and employees (collectively, the "Youth Villages Indemnitees"), from and against any and all third party claims, liabilities, damages (including, without limitation, damage to property, bodily injury or death), actions, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, expert fees and court costs) of any kind or nature, whether at law or in equity, made by or on behalf of any third party, including, but not limited to, any of Implementing Provider/Licensee clients, employees or representatives (collectively, "Claims") to the extent arising from or caused in any part by the breach of any representation, warranty, or covenant of Implementing Provider/Licensee contained in this Agreement and with respect to any Claims to the extent arising from or in any way related to any use of the YVLIFESET™ model by Implementing Provider/Licensee or its representatives or affiliates or young people or families served by Implementing Provider/Licensee and any and all claims made by employees, representatives or affiliates of Implementing Provider/Licensee.
4. **Indemnity Provided by Youth Villages.** Youth Villages shall have no liability hereunder by reason of delay in performance caused by any circumstances beyond the reasonable control of Youth Villages or force majeure event. Youth Villages hereby releases, and agrees to indemnify, hold harmless, and if requested defend, Implementing Provider/Licensee, and its officers, directors, agents, subsidiaries, affiliates and employees, from and against any and all third party claims, liabilities, damages, (including, without limitation, damage to property, bodily injury or death), actions, costs and expenses, (including without limitation, reasonable attorney's fees and expenses, expert fees and court costs) of any kind or nature, whether at law or in equity, made by or on behalf of any third party, including but not limited to, and of Youth Villages' clients, employees or

representatives, (collectively “claims”) to the extent arising from or caused in any part by the breach by Youth Villages, its employees, representatives, affiliates, officers directors or agents.

5. **Intellectual Property.** Implementing Provider/Licensee agrees to indemnify Youth Villages against any claim involving Youth Villages patent, copyright, trademark, trade dress, or other intellectual property right related to the Proprietary Program (collectively, “Infringement Claims”) and shall pay all costs, damages and expenses (including, without limitation, reasonable attorneys’ fees and expenses, expert fees and court costs) related to such Infringement Claims.
6. **Indemnification Procedures.** If a Party intends to claim indemnification under this Section (“Indemnified Party”) for any claim or loss, it shall promptly notify the other Party (the “Indemnifying Party”) in writing of such alleged losses. The Indemnified Party, its employees and agents, shall reasonably cooperate with the Indemnifying Party and its legal representatives in the investigation or defense of any losses or third-party claims covered by this Section. Indemnitees’ failure to provide prompt written notice of a claim pursuant to this Section does not excuse the Indemnifying Party from its indemnity obligations under this Agreement unless (and only to the extent that) such failure to notify prejudices the Indemnifying Party in its defense against such claim. As used in this subsection, the Indemnifying Party shall be deemed “prejudiced” in its defense against a claim only to the extent such claim is barred by any legal reason stemming from an Indemnatee’s lack of prompt notice of such claim (e.g., the running of an applicable statute of limitations period). No compromise or settlement of any third-party claim may be effected by the Indemnifying Party without the Indemnified Party’s written consent (which consent shall not be unreasonably withheld or delayed).
7. **Survival.** This Section and the obligations contained herein shall survive the expiration or earlier termination of this Agreement. The remedies set forth in this Section are in addition to, and not a limitation of; any other rights or remedies that may be available against Youth Villages.

**O. Assignment; Subcontracting.**

This Agreement and the rights and obligations hereunder are not assignable or transferable by Implementing Provider/Licensee without the prior written consent of Youth Villages. Without limiting the previous sentence, Implementing Provider/Licensee shall not have the right to engage or utilize the services of any subcontractor to perform any of Implementing Provider/Licensee services hereunder or to access the Proprietary Program at any time without the prior written consent of Youth Villages.

**P. 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:

With a required copy to:

Original to:

Youth Villages, Inc  
3320 Brother Blvd.  
Memphis, TN 38133  
Attention: James R. Mulroy  
General Counsel

Katja Russell  
Managing Director of Partner Operations  
3320 Brother Blvd.  
Bartlett, TN 38133

Address for delivery of payment to Youth Villages:

Managing Director of Financial Services  
Youth Villages, Inc.  
3320 Brother Blvd.  
Memphis, TN 38133  
(901) 251-5000

**For Implementing Provider/Licensee:**

Original to:

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address for delivery of invoices:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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.

- Q. 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.

- R. **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.
- S. **Authority to Contract.** The undersigned individuals represent that they are fully authorized to execute this Agreement and make all representations, warranties and covenants set forth herein. Implementing Provider/Licensee represents and warrants 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 Implementing Provider/Licensee is bound, and that Implementing Provider/Licensee is not excluded from participating in any “Federal health care program” as that phrase is defined in 42 U.S.C. § 1320a-7b(f) (“Excluded”), or (ii) debarred, suspended, declared ineligible, or voluntarily excluded by any Federal department or agency (collectively, “Debarred”). In the event that during the Term of this Agreement, Implementing Provider/Licensee is Excluded or Debarred, Implementing Provider/Licensee shall notify Youth Villages in writing within three (3) days after such event. Upon the occurrence of such event, Youth Villages may terminate this Agreement immediately.
- T. **No Joint Venture.** Partnership or other business relationship. It is expressly understood and agreed that Implementing Provider/Licensee and Youth Villages shall at all times be independent of one another. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, joint employer relationship, association or like relationship between the Parties with respect to the subject matter hereof, nor shall it create joint or joint and several liability. In no event shall either Party be liable (i) for the debts or obligations of the other Party, or to (ii) the employees, agents or contractors of the other Party
- U. **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. This includes but is not limited to corporate documents, supporting authority to contract, business license, and proof of insurance.
- V. **Entire Agreement.** This Agreement (together with Exhibits hereto and documents referenced herein, 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.

**III.**  
**Construction and Election of Law**

- A. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes prohibited or invalid under applicable law, or is otherwise held unenforceable, then such provision, upon the mutual agreement of the Parties, shall be modified to reflect the Parties' intent, consistent with applicable law. The Parties shall work together in good faith in an effort to agree on an appropriate modification within a reasonable period of time. Absent such agreement, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- B. Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Tennessee without regard to its conflicts of laws provision.
- C. Election of Forum and Venue**
- a. **Forum:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, unless a conflicting provision is contained in the contract in which case the contract rule will apply and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- b. **Venue:** In the event of a dispute the parties shall agree upon a mutually convenient venue; in the absence of such agreement, venue shall lie in Shelby County Tennessee.
- D. 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.
- E. 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.

Youth Villages, Inc.  
a Tennessee non-profit corporation

\_\_\_\_\_

By: Pat Lawler  
Name

By: \_\_\_\_\_  
Name

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal EIN: 58-1716970

Federal EIN: \_\_\_\_\_

# **Exhibit 1**



## **MODEL ELEMENTS<sup>©</sup>**

*All attachments hereto and descriptions herein are copyrighted to Youth Villages and are the sole property of Youth Villages. Any unauthorized use or duplication of any Proprietary Program, YVLIFESET<sup>TM</sup> model, Model Elements or any Youth Villages Confidential Information, including excerpts and summaries thereof, without the express written permission of Youth Villages is strictly prohibited.*

### **YVLifeSet<sup>TM</sup> Model Elements**

1. Treatment is voluntary and youth-driven in the YVLifeSet<sup>TM</sup> Proprietary Program.
2. The typical age range of young adults in the YVLifeSet<sup>TM</sup> program is 17-22.
3. Staff provide services in the young person's residence, or in community locations convenient to the young person.
4. In general, young adults are seen by a specialist at least one time per week, with the option to be seen more frequently based on clinical need.
5. Each young person is assigned to a YVLifeSet<sup>TM</sup> specialist who is accountable for the young person's success.
6. Young people participating in the YVLifeSet<sup>TM</sup> have access to program staff support 24 hours a day, 7 days a week.
7. Each YVLifeSet<sup>TM</sup> specialist carries a caseload of 8-10 young adults.
8. YVLifeSet<sup>TM</sup> specialists and supervisors must have a Bachelor's degree in a social services or a related field or have at least one year of experience at a minimum; a Master's degree in a social services field is preferred.<sup>1</sup>
9. A full time YVLifeSet<sup>TM</sup> supervisor directly supervises a team of 4-5 YVLifeSet<sup>TM</sup> Specialists.
10. YVLifeSet<sup>TM</sup> specialists complete core clinical and programmatic training and deliver the Model with fidelity to the YVLifeSet<sup>TM</sup> Proprietary Program Model.

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<sup>1</sup> Youth Villages' internal requirements for YVLifeSet<sup>TM</sup> Specialists differ from those listed in the Program Model expectations for external providers and are drafted to meet current standards for exempt status under the Fair Labor Standards Act.

11. Supervisors provide weekly case supervision using a structured supervision Model that includes case conceptualization and staff development in clinical intervention implementation.
12. Clinical consultation is provided by a licensed YVLifeSet™ clinical consultant weekly. Clinical consultation ensures adherence to the YVLifeSet™ Proprietary Program Model and use of the YVLifeSet™ Treatment Design to drive appropriate clinical interventions.
13. YVLifeSet™ clinical protocols dictate the appropriate use of evidence-based practices and/or best practices for interventions.
14. YVLifeSet™ specialists complete a comprehensive initial clinical assessment of each young adult upon his or her entry into the Proprietary Program to determine his or her individual strengths and needs and to ensure treatment addresses unique youth circumstances.
15. YVLifeSet™ specialists target core independent living goals to include maintaining safe and stable housing, acquiring and maintaining employment, achieving individual educational goals, building and maintaining healthy relationships, and remaining free from legal involvement.
16. Monitoring for program fidelity occurs at least annually through an annual review process.

# **Exhibit 2**

## **SUPPORT TO BE PROVIDED BY YOUTH VILLAGES**

To support \_\_\_\_\_ in implementing the Proprietary Program with fidelity, Youth Villages will use reasonable efforts to provide the following services to \_\_\_\_\_:

1. As provided in the Agreement, Youth Villages grants to \_\_\_\_\_ a non-exclusive, non-assignable, limited right and license to use the Proprietary Program in the Area for the purpose of assisting young people and improving their future outcomes. “Area” is defined in the Agreement
2. Youth Villages will train \_\_\_\_\_ in delivering the Proprietary Program to young adults in the Area and monitor implementation fidelity and quality to ensure Proprietary Program quality, and provide services to \_\_\_\_\_ as provided in the Agreement.
3. Brand and materials.
  - A. Youth Villages will grant access to the Proprietary Program and other Youth Villages Confidential Information to \_\_\_\_\_ for \_\_\_\_\_ non-exclusive use associated only with the Proprietary Program. This includes use of Proprietary Program name, logo and brand assets as provided in the Agreement. \_\_\_\_\_ can make customizations as long as approved in final form by Youth Villages so long as all use complies with the terms of the Agreement and the Proprietary Program’s brand identity standards as described in **Exhibit 4** as the same may be modified by Youth Villages in its sole discretion upon notice to \_\_\_\_\_ from time to time (the “Brand Identity Standards”).
  - B. Youth Villages will grant access to Youth Villages’ online clinical manual and all other materials and documentation deemed necessary by Youth Villages to implement the Proprietary Program, all of which are Youth Villages Confidential Information, whether or not copyrighted.
4. Youth Villages will provide the following start-up and ongoing training and supports:
  - A. Provide technical assistance on best practices related to: Hiring/recruiting of frontline staff and other key personnel and program processes (e.g., supervisor development, staff onboarding, on-call procedures); however, Youth Villages will have no role in actual hiring, promotion or other personnel decisions made by \_\_\_\_\_. \_\_\_\_\_ is solely responsible for its own recruiting, hiring, and personnel decisions, and Youth Villages will have no legal liability with regard to the \_\_\_\_\_’s personnel.

- B. Provide a single point of contact for \_\_\_\_\_ to provide support on all matters related to the Proprietary Program, and to communicate on a continuous basis with \_\_\_\_\_ leadership, including regular communication via phone, email, and in-person visits;
- C. Provide an initial clinical and operational foundations training and quarterly clinical booster training of the \_\_\_\_\_ YVLIFESET™ staff, YVLIFESET™ Supervisors, and relevant YVLIFESET™ leadership in the Proprietary Program.
- D. Provide ongoing clinical consultation to \_\_\_\_\_ regarding implementation of the Proprietary Program;
- E. Provide clinical boosters and evidence-based intervention trainings periodically to ensure \_\_\_\_\_ is up-to-date on the Proprietary Program; if boosters and trainings beyond initial training and quarterly boosters are needed, they will be provided at \_\_\_\_\_ sole cost and expense.

5. Youth Villages will provide the following performance management supports:

- A. Conduct an annual review of \_\_\_\_\_ implementation of the Proprietary Program. If Youth Villages finds areas of non-compliance, it will provide detailed information to \_\_\_\_\_ about any identified areas of non-compliance and, if appropriate, provide technical assistance to \_\_\_\_\_ to improve fidelity;
- B. Review and discuss monthly key performance indicators (calculated from the youth level, staff level, and aggregate level data throughout each month) to support \_\_\_\_\_ in addressing implementation challenges throughout Proprietary Program implementation.
- C. If so agreed upon, collect data on discharged young adults participating in the Proprietary Program at discharge (satisfaction survey), and at 6, 12, and 24 months post-discharge (outcomes survey), all with \_\_\_\_\_ cooperation;
- D. Review and discuss critical incident (e.g., young adult suicide attempt) reports as provided by \_\_\_\_\_, provide support in conducting critical incident reviews, and if needed, collaborate with \_\_\_\_\_ to develop and support \_\_\_\_\_ implementation of a performance improvement plan as required by Youth Villages.

6. Youth Villages will provide the following network offerings:

- A. Facilitate group calls with \_\_\_\_\_ program leaders focused on operational topics related to YVLIFESET™;
- B. Facilitate group calls with \_\_\_\_\_ clinical leadership focused on clinical topics related to YVLIFESET™.
- C. Facilitate group calls with implementing provider executive leadership focused on funding sustainability, advocacy, communications, and long-term program success.
- D. Provide opportunity for an annual in-person convening of implementing provider staff to receive additional training and peer support.

# **Exhibit 3**

## **IMPLEMENTING PROVIDER/LICENSEE OBLIGATIONS**

\_\_\_\_\_ shall:

1. Deliver the Proprietary Program to a minimum number of eligible young people as agreed to with Youth Villages during each year of the Term of the Agreement.
2. Proprietary Program use and scale:
  - A. Provide Proprietary Program services to at least 32-40 young people on any given day at full capacity per implementing team in each year of the Agreement;
  - B. Provide services only to those eligible for the Proprietary Program consistent with the Model Elements;
  - C. Provide the Proprietary Program only within the Area agreed upon in writing with Youth Villages;
  - D. Provide the Proprietary Program as defined and updated by Youth Villages;
  - E. Assume full liability for the delivery of services to young people, and for hiring, training, and overseeing \_\_\_\_\_ personnel implementing the Proprietary Program and all employment decisions related to the same, and fully indemnify Youth Villages with respect to \_\_\_\_\_ use of the Proprietary Program.
3. Operational requirements.
  - A. Staff frontline YVLIFESET™ staff and YVLIFESET™ Supervisors full-time to the Proprietary Program consistent with the ratios in the Model Elements and identify staff leader to oversee program and serve as central point of contact with Youth Villages;
  - B. Provide 24/7 staff support to all young people participating in the Proprietary Program;
  - C. All Proprietary Program participants (young people) have at least one (1) face-to-face contact with \_\_\_\_\_ Proprietary Program staff each week, unless otherwise agreed by Youth Villages.
4. Training and ongoing support
  - A. Ensure that all employees participating in the Proprietary Program delivery attend required Youth Villages foundations trainings before starting to support Proprietary Program delivery;



- B. All YVLIFESET™ Supervisors must hold weekly group supervision meetings and weekly one-on-one individual supervision meetings with each frontline YVLIFESET™ staff person under their supervision and thereafter as agreed to by Youth Villages;
  - C. YVLIFESET™ Supervisors and teams must participate in weekly consultation with a Youth Villages Clinical Consultant, and additional consultations as required by the Model Elements;
  - D. YVLIFESET™ Supervisors and Specialists must participate in ongoing trainings by Youth Villages as relevant, to include additional operational training, quarterly clinical boosters, and periodic evidence-based intervention trainings, and as required by the Model Elements.
5. Performance management obligations.
- A. Provide to Youth Villages youth level, staff level, and aggregate level data in the form attached hereto as **Exhibit 7**. \_\_\_\_\_ shall submit such data to Youth Villages weekly (youth level and staff level) and no later than the tenth day of each month (aggregate data) during the Term, and \_\_\_\_\_ agrees and acknowledges that Youth Villages will rely on these datasets and the Key Performance Indicators calculated based on these datasets when determining provider performance during the annual recertification process.
  - B. \_\_\_\_\_ must meet or exceed standards, as described in the Model Elements, and otherwise agreed upon with Youth Villages;
  - C. Conduct, at minimum, 12 month post-discharge outcome data collection with young adults who participated in the Proprietary Program and report these data to Youth Villages as part of the annual recertification process; or support Youth Villages in collecting outcome data for young adults who participated in the Proprietary Program at discharge and at 6, 12, and 24 months post-discharge by entering collateral contact data within seven days of program exit into the provider portal;
  - D. Collaborate with Youth Villages to develop a performance improvement plan, if the \_\_\_\_\_ fails to meet the standards required by this Agreement and implement all interventions outlined in such plan;
  - E. Report critical incidents (as defined by Youth Villages) to designated Youth Villages staff within 24 hours of occurrence; (as used herein, critical incidents shall include but shall not be limited to suicide attempt, hospitalization, and legal involvement);

- F. Conduct an internal review of every critical incident and share the review with designated Youth Villages staff (as used herein, critical incidents shall include but shall not be limited to suicide attempt, hospitalization, and legal involvement);
  - G. Collect and share all data with Youth Villages in a timely fashion as required or requested by Youth Villages;
  - H. YVLIFESET™ Supervisors and Program leader must attend monthly data review and analysis call to debrief key performance indicators, customer survey feedback and determine interventions as necessary to improve program operations. \_\_\_\_\_ staff should be prepared to identify strengths and areas of improvement for the past implementation month.
6. Network participation.
- A. As requested by Youth Villages, YVLIFESET™ staff must regularly participate in calls with other users of the Proprietary Program on operational, clinical, and executive management topics.
  - B. As Youth Villages engages in ongoing conversations with potential providers and funders to expand the network of YVLIFESET™ providers, the \_\_\_\_\_ may be asked to host potential implementing providers or potential funders to observe program operations and meetings, interview key staff and leadership, and/or conduct field observation.
7. Financial obligations.
- A. Pay all fees and expenses to Youth Villages as agreed upon in this Agreement;
  - B. Report to Youth Villages on Proprietary Program expenses and revenues quarterly by submitting quarterly financial report in the provider portal;
  - C. Provide proof of insurance and naming of Youth Villages as additional insured thirty (30) days before implementation of Proprietary Program and upon request of Youth Villages thereafter;
  - D. Upon application for renewal, the provider will submit an updated certified financial audit for the prior fiscal year.
8. Program Sustainability.
- A. \_\_\_\_\_ has secured funding for the term of the agreement.

- B. Collaborate with Youth Villages point person to secure funding from public sources with multi-year commitments to the program to ensure ongoing program sustainability.
- C. Dedicate internal staffing resources or contract with external experts to support strategic government relations efforts to advocate for public funding and supportive policies.
- D. Engage in local fundraising efforts to raise local private matching funds as necessary.

# **Exhibit 4**

## BRAND IDENTITY STANDARDS



Impressum Roman

*Impressum Italic*

**Impressum Bold**



CMYK and RGB for 4  
COLOR PRINTED and  
WEB APPLICATIONS



C = 12  
M = 100  
Y = 92  
K = 0

R = 207  
G = 32  
B = 46

Black And White



Reversed



Alternate YVLifeSet Version



## YVLIFESet BRAND GUIDELINES AND LOGOS

The tone for all YVLifeSet communications is optimistic and confident. YVLifeSet represents an exciting program model for helping youth aging out of state care successfully transition into adulthood. Communications should focus on moments of success that young people achieve. YVLifeSet participants should never be portrayed as victims. Participants are empowered by language that infers the program is designed to help them meet their own amazing potential. YVLifeSet is hopeful and positive.



### *An Active and Forward-Looking Tone*

While it is tempting to focus on the hardships endured in the past by our YVLifeSet participants, it advances the program to instead focus on what they will accomplish once in the program. In YVLifeSet, youth:

**STRIVE** to finish high school, college or job training.

**LEARN** money management skills.

**BUILD** health relationships.

### *How to Talk about YVLifeSet*

Be positive. Always use positive words to describe YVLifeSet participants. As a group, former foster youth are resilient, strong and capable. Most have lived through the hardest things they will experience in their lives and are adept at overcoming difficult situations and challenges. Some former foster youth are able to transition to independent adulthood with little or no assistance. Participants in YVLifeSet can also make a successful transition but they need intensive help, experiential learning and support to find housing, continue their education,

find and maintain employment, handle their healthcare and build permanent support systems of family and friends.

When talking about YVLifeSet, it is helpful to remember the "Three D's:" **Disconnected, Different and Data.**

Through no fault of their own, young people who age out of state care after 18 can be **Disconnected** – from family, from government services, from education systems – that typical young people depend on in the critical 17-23 transition ages.

It is also important that we communicate how **Different** the program is. The intensity and comprehensiveness of YVLifeSet services set this program apart from others. Another unique aspect of YVLifeSet is that the family (or other support system) is considered a vital part of the young adult's path to success. When possible, YVLifeSet helps young people reconcile with viable family members.

And **Data** is a critical piece of the story. YVLifeSet is the only program in the country showing positive impacts for this population across multiple areas of a young person's life.

### *The Program's Name*

The name of the program is YVLifeSet written without spaces, as one word. Never YV LifeSet, nor LifeSet, nor Youth Villages LifeSet nor YV Life Set. It carries a TM not R. The TM should be used on first reference in a document but is not required throughout the rest of the document.

### *Logos and Guidelines*

There are only two acceptable configurations for the YVLifeSet logo, with the "A Program of Youth Villages" tagline and without the tagline.



#### *The logo is always black, white and/or Pantone 186 red.*

The two-color red and black logo is always preferred, but we recognize that there are numerous instances, such as embroidery, in which a one-color logo must be used. One-color logos are acceptable, provided they are black, white or Pantone 186 red. Samples are provided in this guide. Outlined logos are not permitted.

#### *Ensure adequate clearance.*

The logo should not overlap with any surrounding elements and requires a set clearance space of  $\frac{1}{4}$  the height of the total logo image.

#### *Never re-create or alter the logo.*

When using the logo, always use an original graphic file of the logo from the Youth Villages Communications department. Never attempt to re-create it. This includes a prohibition on creating versions of the logo that don't already exist—never attempt to use our logo to make a new logo for a program or service. Do not use a piece of the logo without the rest of the logo.

DO NOT stretch or compress the YVLifeSet logo.



DO NOT alter the color of the YVLifeSet logo.



DO NOT alter the proportions or arrangement of the YVLifeSet logo elements.



DO NOT print the color logo over complex or dark backgrounds.



# **Exhibit 5**



## **YOUTH VILLAGES MODEL IMPLEMENTATION FEE SCHEDULE**

The following list of fees is combined in the annual Model implementation fee for each implementing provider and Annual Model Implementation Fees will be invoiced on a monthly basis (total annual fee divided by 12) once the implementing provider enrolls the first young person into the program. Program start-up support and orientation training fees will be invoiced upon initial execution of the model agreement and at onset of the orientation training respectively. If an implementing provider organization chooses to pay annually, the annual Model implementation fee will be due in full at the beginning of the Model agreement period.

### **Annual Model Implementation Fees**

Program Development and Implementation Fee	25,000 per team
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-covers cost of consultation by Youth Villages certified Model expert and clinical support and TA.

Agency Certification Fee	5,000 per _____
--------------------------	-----------------

-covers program Model fidelity review and travel and any additional activity associated with annual agency certification.

Ongoing Training Fee*	8,000 per _____
-----------------------	-----------------

-covers costs of travel and trainer time for quarterly booster trainings.

Network Access Fee	5,000 per _____
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- covers access to partner data portal, communication materials, and network activities (network-wide calls and annual convening) as well as activities associated with partnering such as invoicing, communications, research, etc. (does not include partner travel costs to annual convening).

### **Start-Up and Training Fees (these are one time fees in addition to the annual fees above)**

Program Start-Up Support Fee	7,500 per start-up
------------------------------	--------------------

-covers program implementation support and technical assistance during initial training and start-up phase, including data collection and integration.

Orientation Training Fee*	5,500 per training
---------------------------	--------------------

-covers costs of travel and trainer time to conduct Model orientation training, at minimum one implementing team should attend training at the same time, if implementing with more than one team, at the start-up of each new subsequent team, orientation training will need to occur.

Consultant Certification Fee	16,500 per agency (up to 4 teams)
------------------------------	-----------------------------------

-covers training, coaching, and support of one \_\_\_\_\_ staff to be certified as a Model consultant to conduct consultation and clinical trainings internally, Youth Villages approval necessary to begin process partner agencies that have invested in training an internal staff consultant will only incur the Network Access Fee and Agency Certification Fee after staff consultant is certified.

\*Training can be provided more frequently if needed and requested by the \_\_\_\_\_. For each additional training, a cost estimate will be provided prior to training being scheduled and can be paid in addition to the monthly invoice.

# **Exhibit 6**

## **DATA REQUIREMENTS**

Youth Villages requires Implementing Providers to submit key data through a data portal in order to effectively monitor program model adherence through monthly key performance indicators, outcome evaluation data and annual program model adherence reviews.

### **Key Performance Indicators**

#### Data entered into The HYVE

Youth-level Data  
Staff-level Data  
Aggregate-level Data

#### Measures

Average Daily Census  
Total Youth Served  
Staff Caseload  
Length of Stay  
Housing Status at Discharge  
Education Status at Discharge  
Employment Status at Discharge  
Avoidance/Reduction in Arrests at Discharge  
Staff Turnover  
Staff Tenure  
Serious Incident Rate

### **Program Model Adherence Review**

#### Data entered into The HYVE

Youth-level Data  
Staff-level Data  
Aggregate-level Data  
Document Uploads  
REDCap Surveys

#### Measures

Staff Caseload  
Supervisor to Staff Ratio  
Consultant Caseload  
Systemic Assessment Quality  
Team Service Planning Quality  
Clinical Skill Development Quality  
Use of Evidence Informed Practices  
Level of Safety Focus  
Level of Young Adult Focus  
Quality of Educational/Vocational Interventions  
Quality of Community Support Interventions  
Effectiveness of Hiring Process  
Effectiveness of Staff Engagement and Training  
Instrumental Outcomes  
    Serious Incident Rate  
    Staff Turnover  
    Effective Census  
    Housing Status at Discharge  
    Education/Employment Status at Discharge  
Long Term outcomes  
    Avoidance/Reduction in Arrests  
    Supervisor retention rate  
    Youth with Permanent Community Connections  
    Employment/Vocational Stability

### **Outcome Evaluation**

#### Data entered into The HYVE

Youth-level Data  
Staff-level Data  
Collateral-level Data\*

#### Measures

*At Program Discharge*  
    Young Adult Satisfaction with Program  
*At Six, Twelve, and 24 Months Post-Discharge*  
    Housing Status  
    Educational Attainment  
    Employment  
    Criminal Justice Involvement

\*only entered if post-discharge surveys are conducted by Youth Villages

Implementing providers should expect to upload, enter, or update (if needed) youth and staff level data at minimum weekly and aggregate level data monthly. The type of data required is explained in further detail in the following sections. The data submitted will be utilized to calculate performance metrics and adherence measures. Youth Villages will provide support to the implementing providers regarding the data requirements and reporting processes and will guide the analysis of the metrics during a monthly discussion meeting.

## **Youth Level Data**

Youth level data to be reported into the portal includes basic demographic information of the young adults served, with service start and end dates, and status at program enrollment and program exit in the areas of housing, education, employment, legal involvement, and permanent connections.

Long-term outcomes are established through surveys conducted at 6, 12, and 24 months after program exit; if Youth Villages conducts the phone surveys, youth collateral data will need to be uploaded or entered at discharge.

Outcomes collected during the 12-month survey feed into the program model adherence measures and will need to be gathered either by Youth Villages or the implementing agency. If the implementing agency conducts follow up calls, the data gathered through the surveys will be reported to Youth Villages at the aggregate level.

## **Staff Level Data**

Staff level data to be reported includes names, e-mail addresses, and YVLifeSet position start and end dates, position changes, and termination/rehire dates. The staff data is also utilized to create portal user accounts that will have access to the portal based on user permissions.

## **Aggregate Level Data**

Aggregate level data to be reported consist of a monthly count of critical incidents in the following categories: loss of housing, injury due to domestic violence or other, psychiatric hospitalization, medical hospitalization, suicide attempt, arrest with formal charge.

## **Key Performance Metrics**

Youth level data, staff level data, and aggregate level data are calculated monthly into a set of key indicators. These metrics are reviewed in the monthly meeting with the implementing agency to determine the health of program operations and inform program improvement activities. Specifically, the following indicators are calculated and discussed:

Indicator	Why We Measure This	What Is Measured	Goal
Average Daily Census and Year-to-Date Youth Served	The number of young people being served annually plays a key role in the ability to implement and deliver services based on funder expectations.	What is the actual number of young people served in the program compared to funder expectations of number of young people being served?	The actual census will be equal to or 2% greater than the projected census.
Staff Retention and Length of Employment	The ability to retain qualified employees has a profound impact on the success with the young people in the program and contributes to positive outcomes.	What is the percentage of front-line employees who maintain employment with the program each month? What is the experience of the team related to length of employment?	High-quality, experienced front-line employees are retained over time.
Caseloads	The caseload range allows for the appropriate level of intensity and support to young people in accordance with the model elements and impacts the program's outcomes.	What is the percentage of specialists who serve young people in the expected caseload range?	All specialists stay within the expected caseload range.

Indicator	Why We Measure This	What Is Measured	Goal
Serious Incidents	The goal is to focus attention on high-risk areas to prioritize interventions to alleviate safety risks and ensure a safe and therapeutic environment for young people in the program.	What is the ratio of incidents related to hospitalizations (psychiatric/ medical), injuries (DV/other), suicide attempts, decreased arrests, and loss of housing to total monthly census?	Incidents occur at a rate less than 3 per 1000 units of service.
Program Exit Status	If young people make improvements and meet goals in areas related to transitioning to adulthood (housing, employment, education, decreased arrests, well-being) during the program, then they will be more likely to succeed as adults and expected program outcomes will be met.	Are the young people exiting the program with a minimum dose of treatment (more than 60 days of service) and desirable outcomes that will lead to long-term success?	80% of youth exit program with length of service greater than 60 days, 80% of youth exit with positive instrumental outcomes in each category

In addition to these key performance indicators, Youth Villages will support implementing providers in building internal capacity to use data for program improvement purposes. Youth Villages will assist implementing providers and organizations in establishing or improving the internal data collection and analysis process that allows for monthly review and analysis of key operational data. This information is critical in understanding trends in key indicator data reported through the portal and will allow the implementing agency to identify and distill issues in real time to solve operational problems efficiently. Examples of important operational data include number of sessions held, current status of young adults in key outcome areas, projected program exits, and length of services. These data are collected at the youth level by the agency and are reviewed for operational performance improvement at the aggregate level; these data are not reported to Youth Villages but may be discussed by the agency in the monthly data review meeting.

### **Program Model Adherence Metrics**

As Youth Villages supports providers in the implementation of YVLifeSet, program model metrics will be collected as the primary method to assess model adherence. Program model adherence reviews define the key practice areas and activities that are unique to the YVLifeSet model and are intended to quantify, from multiple sources and multiple views, the key program elements. The specific model elements that are measured will be shared during the planning phase to ensure that key elements and practices are documented by the implementing agency. The adherence review includes staff and youth interviews, as well as document and case record review. The program model adherence review also includes measures that utilize the key performance metrics and data collected during outcome evaluation at 12 months after program exit. A wide variety of factors can influence the outcomes experienced by young people; only through regular measurement of those outcomes can implementing providers demonstrate that their implementation of the model results in the expected outcomes. This practice will allow Youth Villages to analyze model drift and efficacy of the program. A baseline review is conducted at 6 months after initial program implementation. The annual program model adherence review will be the pathway through which implementing providers will gain recertification to utilize the model.

# **Exhibit 7**

### **Notice to Employees Regarding Proprietary Materials**

Notice to employees of \_\_\_\_\_ receiving training or otherwise implementing the YV LifeSet™ program. You will be exposed to information subject to copyright, trade mark, and trade secrets protection. You may not without permission of the Chief Executive Officer of Youth Villages, Inc. copy, use, publish, plagiarize, or communicate this information. Further, you may not use data or information gathered or assembled from this program in any publication, academic work, popular publication, or otherwise without prior permission.

Print Name: _____ Title: _____ Date: _____ Signature: _____	Print Name: _____ Title: _____ Date: _____ Signature: _____
Print Name: _____ Title: _____ Date: _____ Signature: _____	Print Name: _____ Title: _____ Date: _____ Signature: _____



# **Exhibit 8**

## **Business Associate Agreement**

This Business Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Youth Villages (Youth Villages), Non Profit, whose business address is 3320 Brother Blvd, Bartlett, TN 38133, and \_\_\_\_\_ (Business Associate).

- 1) **Definitions.** Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Rule and the Security Rule.
  - a) Business Associate. “Business Associate” shall mean the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean \_\_\_\_\_.
  - b) “Services” means those specific activities and/or functions for which Business Associate performs for Youth Villages or on Youth Villages’ behalf. Such engagement(s) may be by written or oral agreement entered into before or after the date of this Agreement.
  - c) “Protected Health Information” means information received from, or created or received by Business Associate on behalf of, Youth Villages including demographic information collected from an Individual, which relates to the past, present or future physical or mental health or condition of an Individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of health care to an individual, which information identifies the Individual or with respect to which there is a reasonable basis upon which to believe that the information can be used to identify the Individual.
  - d) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - e) Security Rule. “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR part 160 and Part 164, subparts A and C.
  - f) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR part 160 and Part 164.
- 2) **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited by this Agreement, Business Associate may:
  - a) Make any uses and disclosures of Protected Health Information to perform Services provided that such use or disclosure would not violate HIPAA or American Recovery and Reinvestment Act of 2009 Privacy or the Security Rule if done by Youth Villages;
  - b) Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
  - c) Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or if Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person.
- 3) **Obligations and Activities of Business Associate.** As required by the HIPAA , Business Associate will:
  - a) Not use or disclose Protected Health Information other than as permitted or required by this Agreement, the services agreement or as required by law.
  - b) Use commercially reasonable efforts to maintain the security of the protected health

information and to prevent unauthorized use and/or disclosure of such protected health information, and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Youth Villages, as provided for in the Security Rule.

- c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d) Report to Youth Villages any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to Youth Villages any security incident pertaining to electronic Protected Health Information.
- e) Ensure that any agents, including a subcontractor, to whom Business Associate provides Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information.
- f) *If applicable*, provide such information, at the request of Youth Villages, to Protected Health Information in a Designated Record Set, to Youth Villages or, as directed by Youth Villages, to an Individual in order to permit Youth Villages to meet the requirements under 45 CFR 164.524.
- g) *If applicable*, make any amendments, at the request of Youth Villages, to protected health information in a Designated Record Set, as directed or agreed to by Youth Villages in order to permit Youth Villages to meet the requirements under 45 CFR 164.526.

*If applicable*, maintain and make available the information required to provide an accounting of disclosure to Youth Villages, as necessary to satisfy Youth Villages obligations under 45 CFR 164.528.

- h) Make Business Associate's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services for purposes of determining the Youth Villages compliance with HIPAA and the HIPAA regulations, subject to attorney-client and other applicable legal privileges.

4) **BA Obligations for Security Safeguards.** During the term of the Agreement, BA covenants and agrees that it shall comply with the terms and conditions associated with the provisions stated within the ARRA, HITECH, HIPAA and any other applicable areas including:

- a) Implement and maintain reasonable protections for known and suspected data security threats and risks.
- b) Implement and maintain reasonable administrative, physical, and technical safeguards consistent with the Youth Villages that appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that BA creates, stores, accesses, receives, maintains, or transmits on behalf of the Youth Villages.
- c) Designate an individual or individuals to serve as security officer(s) responsible for supervising the security and privacy mechanisms, including administrative, physical and electronic mechanisms, employed within the organization to prevent unauthorized access to PHI maintained on behalf of Youth Villages.

- d) At its own expense and at its own site, provide and maintain the equipment, software applications and testing services necessary to effectively secure and preserve the integrity and privacy of all PHI it maintains on behalf of Youth Villages.
- e) Maintain documented policies, procedures and documentation as may be necessary to prevent unauthorized parties from having access to using, disclosing, processing, copying, modifying, corrupting, rendering unavailable, introducing computer code into or otherwise performing activities or operations upon or harmful to the availability, accessibility, integrity, privacy, structure, format or content of PHI maintained by the Business Associate on behalf of Youth Villages.
- f) Maintain adequate processes, technologies, tools, and procedures for identifying, reporting, and mitigating, any deleterious effects from any system compromise or other improper use and/or disclosure of PHI maintained by the Business Associate.
- g) Notify Youth Villages immediately in the event of any proven or suspected security incident in which there is reason to believe that any unauthorized person may have had access to the PHI stored on Business Associate systems.
- h) Conduct regular independent assessments of the policies, procedures, mechanisms and systems used by Business Associate to fulfill the obligations of this Section (i) no less frequently than once each year, and (ii) in response to any material breach of privacy or security within the scope of this Section.
- i) Not electronically transmit PHI obtained by Youth Villages over any open network unless such transmission is authorized by Youth Villages, and only if such transmitted information is encrypted or secured from unauthorized access or modification in a manner that is consistent with 45 CFR 164.312 (e) (1) of the Security Standards. For purposes of this section, the term “open network” includes the internet, extranets (using internet technology to link a business with information only accessible to collaborating parties), leased lines, dialup lines, and private networks. For purposes of this section, the term “encryption” means the reversible coding or scrambling of information so that it can only be decoded and ready by someone who has the correct decoding key. If business associate stores, uses or maintains PHI in encrypted form, or any other secured form that is consistent with 45 CFR 614.312 (e) (1) of the security standards, business associate shall promptly, at Youth Villages request, provide Youth Villages with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by Youth Villages whenever requested.
- j) In the event Business Associate performs functions or activities involving the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software) that is used to access, maintain or transmit PHI, Business Associate’s shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform Youth Villages of any software standards or specifications not compliant with the security standards.
- k) Put into practice notification processes to comply with 13402 of the ARRA.

**5) Audits, Inspection, and Enforcement.**

- a) Upon reasonable written notice and during normal business hours at BA’s offices, Youth Villages or their approved designate may independently inspect the books, records, agreements, policies and procedures of BA relating to the use and/or disclosure of Protected Health Information for the purpose of monitoring compliance with this

Agreement. The Business Associate is expected to comply with any reasonable requests in a timely manner. The fact that Youth Villages or their approved designate inspects, or fails to inspect, or has the right to inspect, does not relieve BA of its responsibility to comply with this Agreement, nor does Youth Villages (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of Youth Villages enforcement rights under the Agreement.

**6) Term and Termination.**

- a) The term of this Agreement shall be effective as of the date first set forth above and shall terminate when all of the Protected Health Information is destroyed or returned to Youth Villages, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Upon Youth Villages' knowledge of a material breach by Business Associate, Youth Villages shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Youth Villages may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible. If neither termination nor cure is feasible, Youth Villages shall report the violation to the Secretary of Health and Human Services.
- c) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of, Youth Villages. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. This provision shall survive termination or expiration of this Agreement for any reason.
- d) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Youth Villages, within ten (10) business days, notification of the conditions that make return or destruction infeasible. Upon delivering such notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. This provision shall survive termination or expiration of this Agreement for any reason.

**7) Re-Negotiation.**

- a) The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, the HIPAA Regulations.

**8) Miscellaneous Provisions.**

- a) A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as hereafter amended.
- b) This Agreement constitutes the entire Agreement between Youth Villages and Business Associate regarding the subject matter hereof and supersedes all prior agreements (written or oral) relating thereto. This Agreement is subject to and incorporates the terms of the services agreement. Without limiting the generality of the foregoing, in the event of a conflict between the terms of this Agreement and the services agreement pursuant to which Business Associate is providing Services, the terms of the Agreement shall be controlling and such prior agreement shall be deemed to be amended hereby to the extent necessary to resolve such conflict. This Agreement shall be amended or modified only in writing signed by Youth Villages and Business Associate.
- c) Any ambiguity in the Agreement shall be resolved in favor of a meaning that requires or permits Youth Villages to comply with the HIPAA Regulations.
- d) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee applicable to agreements made and to be performed entirely within such State, without regard to principle of conflicts of law.

**9) Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one original Agreement. Facsimile signatures shall be accepted and enforceable in lieu of original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**For Youth Villages**

**For Business Associate**

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Person Authorized to Sign

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Business Associate Signature

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Print Name

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Print Name

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Date

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Date