

PERFORMANCE MEASUREMENT SYSTEM SERVICE AGREEMENT

THIS PERFORMANCE MEASUREMENT SYSTEM SERVICE AGREEMENT ("Agreement") is made as of March 1, 2008, by and between the National Association of State Mental Health Program Directors Research Institute, Inc. ("NRI"), a Virginia not-for-profit corporation, and the Department of Mental Health, Mental Retardation and Substance Abuse Services ("Provider") an Agency of the Commonwealth of Virginia.

WITNESSETH:

WHEREAS, in 1997 the Board of Commissioners of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") approved a plan, known as the ORYX initiative, to incorporate performance measures into the accreditation process;

WHEREAS, Provider, pursuant to the ORYX initiative, is required, as a condition of JCAHO accreditation, to contract with an approved performance measurement system to assist the Provider in collecting, measuring and monitoring performance outcome measurement data and reporting summary data to JCAHO;

WHEREAS, NRI has developed a JCAHO-approved performance measurement system (the "PMS") that will assist Provider in evaluating and improving clinical care quality;

WHEREAS, all aspects of the PMS, including, without limitation, the development, implementation and operation of such PMS, shall be subject to JCAHO requirements and the oversight of the NRI Steering Committee, which is comprised exclusively of state mental health commissioners and was established to improve the public mental health system through the collection and analysis of data;

WHEREAS, NRI can provide other services relating to quality assurance and production of related reports and de-identification of protected health information, and Provider wishes to avail itself of those services;

WHEREAS, the healthcare quality assurance activities of the PMS and other services of NRI of use to Provider in its healthcare operations rely upon the disclosure of certain data to NRI by Provider, the use and discloser of which data shall comply with the Health Insurance Portability and Accountability Act privacy regulation (the "Privacy Rule");

WHEREAS, Provider wants to procure PMS and other services from NRI, and NRI wants to furnish Provider with such services; and

WHEREAS, the parties hereto desire that this Agreement set forth the terms and conditions of the provision of such services.

NOW, THEREFORE, in consideration of the foregoing premises, the agreements contained herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows.

1 Obligations and Covenants of Provider

1.1 Submission/Reporting of Data to NRI. Provider shall collect and electronically report performance measurement data to NRI or its designated agent, in accordance with applicable JCAHO requirements, as may be amended from time to time by JCAHO, and the Implementation Guide, as may be amended from time to time by NRI, attached hereto as Exhibit A and incorporated by reference herein. Provider covenants and agrees that all performance measurement data shall be submitted in a complete and timely manner in accordance with the requirements of Exhibit A and that Provider shall meet all deadlines for the submission of such data, as established by NRI from time to time.

1.2 De-Identification of Data. Provider shall be solely responsible for developing an effective method for ensuring that all data disclosed to NRI or its designated agent complies with the requirements for a "limited data set" as provided in 42 C.F.R. 164.514(e), i.e., the data shall not include the following information about the patient or the patient's relatives, employers, or household members: (1) Names; (2) Postal address information, other than town or city, State and zip code; (3) Telephone numbers; (4) Fax numbers; (5) E-mail addresses; (6) Social Security numbers; (7) Medical record numbers; (8) Health plan beneficiary numbers; (9) Account numbers; (10) Certificate/license numbers; (11) Vehicle identifiers and serial numbers, including license plate numbers; (12) Device identifiers and serial numbers; (13) Web Universal Record Locators; (14) Internet Protocol address numbers; (14) Biometric identifiers, including finger and voice prints; and (15) Full face photographic images and any comparable images. Provider hereby acknowledges and agrees that NRI shall not be liable for the use or disclosure of patient data that Provider has failed to conform to the requirements of this Section.

1.3 Accuracy of Data. Provider agrees and covenants that all information, including, without limitation, performance measurement data submitted to NRI, or its designated agent, shall be true and accurate.

1.4 Compliance with Laws. Provider acknowledges and agrees that it is solely and exclusively responsible for assuring that any and all activities conducted by Provider in connection with this Agreement comply with all applicable federal, state and local laws and regulations, including, without limitation, licensure and confidentiality laws.

1.5 Acknowledgment of Reliance. Provider acknowledges and agrees that NRI would not have entered into this Agreement if Provider had not made the covenants and agreements contained in Section 4 of this Agreement. Provider further acknowledges and agrees that NRI has agreed to render PMS services under this Agreement in reliance on Provider's representation that its participation in a PMS program and performance of its obligations under this Agreement are consistent with all applicable federal, state and local laws, regulations and judicial decisions, and other authoritative or advisory interpretations of such federal, state and local laws and regulations, including, without limitation, federal and state confidentiality laws.

2 Obligations and Covenants of NRI

2.1 PMS Services. NRI shall deliver the PMS services described in Exhibit A, attached hereto and incorporated by reference herein. The services under this Agreement include, but are not limited to, data compilation and on-site data integrity reviews. Data compilation involves processing monthly patient level data from Provider and other providers to create performance measure and quality improvement reports. Data integrity reviews involve examining the original source documents such as medical records and incident reports to confirm that data reported in the compilation activity corresponds with data maintained by the Provider.

2.2 Development and Submission of PMS Reports. Upon NRI's timely receipt of data from Provider, as set forth in Exhibit A, NRI shall assure that such data are analyzed and reported back to Provider (the "PMS Reports"). Provider shall, in accordance with the procedures set forth in Exhibit A, notify NRI or its designated agent that the PMS Reports may be submitted to JCAHO. Once Provider approval has been received, NRI shall submit to JCAHO on a quarterly basis the PMS Reports required by the JCAHO's ORYX initiative.

2.3 Development of Additional Reports. Upon NRI's timely receipt of data from Provider, as set forth in Exhibit A, NRI shall assure that such data are analyzed and reported back to Provider in such reports as NRI may determine are likely to be of use to Provider and other providers for purposes of quality assessment and comparison (the "Additional Reports"). Provider acknowledges and agrees that creating such additional reports will require that NRI use the data obtained from provider in conjunction with similar data obtained from other providers in order to perform the necessary analysis.

3 Price/Compensation

Provider agrees to pay, for the provision of PMS services by NRI under this Agreement during the period beginning upon the execution of the contract and ending on February 28, 2009, a fee of Six Thousand Nine Hundred Fifty and 00/100 Dollars (\$6,950.) per year ("PMS Fee") per facility. Each facility listed below shall be invoiced separately for their proportion of the total fee and the facilities will pay for their proportion of the total fee within 30 days of receipt of a correct invoice. The DMHMRSAS facilities that apply under this contract are as follows:

Catawba Hospital – Catawba, Virginia
Eastern State Hospital – Williamsburg, Virginia
Piedmont Geriatric Hospital – Burkeville, Virginia
Northern Virginia Mental Health Institute – Falls Church, Virginia
Central State Hospital – Petersburg, Virginia
Western State Hospital – Staunton, Virginia
Southwestern Virginia Mental Health Institute – Marion, Virginia
Southern Virginia Mental Health Institute – Danville, Virginia

Total yearly fee shall be \$55,600.

Thereafter, NRI shall have the right to modify the PMS Fee provided that, prior to the commencement of any subsequent renewal term of this Agreement, NRI gives Provider at least ninety (90) days written notice of any change in the PMS Fee. Provider shall pay the PMS Fee within thirty (30) days upon receipt of a proper invoice after the effective date of this Agreement or of the date of commencement of any renewal term.

4 Representations and Warranties

4.1 Provider represents and warrants that it has undertaken an analysis of all applicable federal, state and local laws, regulations and judicial decisions, and other authoritative or advisory interpretations of such federal, state and local laws and regulations in connection with Provider's participation in a PMS program and Provider's performance of its obligations under this Agreement, including, without limitation, federal and state confidentiality laws.

4.2 Provider represents and warrants that its participation in the PMS program and performance of its obligations under this Agreement are consistent with all applicable federal, state and local laws, regulations and judicial decisions, and other authoritative or advisory interpretations of such federal, state and local laws and regulations.

4.3 Provider represents and warrants that it has all requisite power, authority and authorizations necessary to execute this Agreement and to fulfill its obligations under this Agreement.

5 Confidentiality

5.1 Except as set forth in Sections 5.4 and 5.5 hereof, Provider and NRI agree that, during the term of this Agreement and thereafter, each party shall take all action to maintain, in strict confidence, all Confidential Information. "Confidential Information" shall mean any and all patient-level data, analyses and reports, whether oral or written, which one party hereto receives from any other party hereto, or any employee, agent or representative thereof, in connection with the performance of this Agreement. Confidential Information also shall include any and all confidential information that is identified either orally or in writing by any party hereto to any other party hereto as being "Confidential."

5.2 Confidential Information shall be disclosed only to such employees, agents or representatives of each party hereto whose duties require the possession thereof and whose knowledge of the Confidential Information is required in the performance of this Agreement. To the extent that any Confidential Information also constitutes individually identifiable health information subject to the protections of the HIPAA Privacy Regulation, the parties, including their agents and subcontractors, shall comply with the terms and conditions set forth in the Business Associate Addendum incorporated herein and attached hereto as Exhibit B whenever disclosing or using such individually identifiable health information. In the event that the terms of this Section 5 and the terms of the Business Associate Addendum attached hereto as Exhibit B are in conflict, the terms set forth in the Business Associate Addendum shall prevail. Provider may, at its discretion, use and disclose its provider-specific rates and its provider-specific

aggregate information. Provider may not disclose aggregate information from comparison groups when this information is displayed on reports marked confidential.

5.3 Provider shall comply with any policies and procedures reasonably imposed by NRI to address confidentiality issues relating to PMS materials, data and deliberations, including, without limitation, policies and procedures set forth by the NRI Steering Committee and JCAHO.

5.4 Provider hereby acknowledges and agrees that NRI is limited in its ability to provide confidentiality protection to the data submitted by Provider to NRI, or its designated agent. Provider further agrees that NRI's obligation under this Section to maintain confidential the information submitted to NRI, or its designated agent, by Provider shall not extend to performance measurement data and/or reports that are submitted to JCAHO or to information compelled to be produced by a subpoena issued by a court of competent jurisdiction, by a court order or pursuant to applicable federal, state or local law. Upon receipt of any such disclosure request, subpoena or order, NRI shall immediately notify Provider.

5.5 Provider agrees that NRI may include data from Provider in statistical computations which result in aggregate information or comparison groups and use such information or comparison groups to create reports showing national and regional level aggregated figures for select performance measures that will be made publicly available. To the extent that the performance of this Agreement will involve the use or disclosure of individually identifiable health information subject to the protections of the Privacy Rule, the parties shall comply with the terms and conditions of the Privacy Rule relating to the use and disclosure of the Limited Data Set incorporated herein and attached hereto as Exhibit C. No report prepared pursuant to this Section 5.5 that contains identifying information about, or results which could be identified with, any of Provider's individual facilities or the aggregate of facilities operated by Provider may be distributed, shared, published or otherwise utilized without Provider's written consent.

6 Term and Termination

6.1 Term. This Agreement shall commence March, 1, 2008 and shall terminate on February 28, 2009, unless earlier terminated as provided in Section 6.2 hereof. Upon the termination of this initial term, this Agreement shall automatically renew for subsequent additional terms of twelve (12) months, unless any of the parties hereto gives written notice to the other parties hereto of its intent not to so renew sixty (60) days prior to the date on which the subsequent term shall commence or unless earlier terminated as provided in Section 6.2 hereof.

6.2 Termination.

6.2.1 Either party may terminate this Agreement upon ninety (90) days' advance written notice to the other party.

6.2.2 In the event that any party hereto breaches any material term or provision of this Agreement and fails to cure such breach within thirty (30) days after actually or

constructively receiving written notice thereof from the other party hereto, the non-breaching party may terminate the Agreement upon giving the breaching party hereto ten (10) days' advance written notice.

6.2.3 If for any reason, at any time ninety (90) days after the effective date of this Agreement, NRI fails to obtain or ceases to maintain JCAHO approval of the PMS, NRI shall notify Provider and either party may, upon thirty (30) days' advance written notice to the other party, terminate this Agreement.

6.3 Effect of Termination. In the event this Agreement is terminated for any reason pursuant to this Section, NRI shall reimburse Provider any unused portion of the PMS Fee, prorated to the effective date of termination.

7 Insurance and Indemnification

Commonwealth of Virginia Risk Management Plan and §§ 2.2-1837 and 2.2-1840, Code of Virginia, and Commonwealth of Virginia Fidelity Bond Program.

8 Dispute Resolution Procedure

Code of Virginia § 2.2-4366. Alternative Dispute Resolution. -- Public bodies may enter into agreements to submit disputes arising from contracts entered into pursuant to this chapter to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the Commonwealth, or any department, institution, division, commission, board or bureau thereof, shall be nonbinding and subject to § 2.2-514, as applicable.

9 Amendment

NRI may unilaterally amend, modify or supplement this Agreement if NRI reasonably determines that such amendment, modification or supplement is necessary to comply with the terms of any agreement between NRI and JCAHO. Notwithstanding the foregoing, the Agreement also may be amended, modified or supplemented by the prior written agreement of the parties hereto.

10 Change of Law

In the event that either party reasonably determines that the performance of any provision of this Agreement may be illegal under applicable law or may create a material risk of violating any applicable law, the parties hereto agree to negotiate in good faith such amendments to the Agreement as are reasonably necessary to bring this Agreement into compliance with the law. In the event that the parties determine that the Agreement cannot be so modified or if the parties are unable to reach agreement as to the new terms, the Agreement may be terminated without cause by either party upon thirty (30) days' advance written notice.

11 Miscellaneous

11.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or by courier or if sent by certified or registered mail, postage prepaid, to the following:

If to NRI:

NASMHPD Research Institute, Inc.
66 Canal Center Plaza
Suite 302
Alexandria, Virginia 22314
Attention: Noel Mazade, Ph.D.

If to Provider: DMHMRSAS

David T. Ray, Contract Manager
1220 Bank Street
Richmond, VA 23219

With a copy to: DMHMRSAS

Joy S. Lazarus, Director, OAS
1220 Bank Street
Richmond, VA 23219

or to such other address as any party hereto may designate by written notice in the foregoing manner.

11.2 Independent Contractor. Each of the parties hereto shall be deemed to be an independent contractor. Accordingly, nothing contained in this Agreement shall be construed as establishing any employment, partnership or joint venture relationship among the parties hereto.

11.3 Assignment; Binding Effect Upon Successors and Assigns. This Agreement, or any part hereof, shall not be assignable by any of the parties hereto without the prior written consent of the other parties hereto. This Agreement, or any part hereof, shall inure to the benefit of and be binding upon the respective successors and any permitted assigns of the parties hereto.

11.4 Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersede all previous oral and written agreements.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of laws thereof.

11.6 Waiver. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be waived in writing by the other party hereto, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11.7 Severability. If any term or provision of this Agreement is unenforceable or invalid, then the remainder of this Agreement shall be given full force and effect and shall be construed as if this Agreement did not contain said unenforceable or invalid term or provision.

11.8 Headings. The headings contained in this Agreement are solely for reference purposes and shall not affect the interpretation or meaning of this Agreement.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Department of Mental Health,
Mental Retardation and
Substance Abuse Services

NASMHPD Research Institute, Inc.

By: _____

Title: EXECUTIVE DIRECTOR

By: _____

Title: Director. Administrative Services

Exhibit A: Behavioral Healthcare Performance Measurement System Implementation Guide

Exhibit B: Business Associate Agreement
Use and Disclosure of PHI to Provide Performance Measurement System Services, to
De-Identify PHI and to Create Limited Data Sets

1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in 45 C.F.R. Parts 160 and 164.

- a) Electronic Protected Health Information or Electronic PHI. “Electronic Protected Health Information” (“Electronic PHI”) shall have the same meaning as it has in 45 C.F.R. Section 160.103, limited to information created or received by NRI on behalf of Provider.
- b) Protected Health Information or PHI. “Protected Health Information” (“PHI”) shall have the same meaning as it has in 45 C.F.R. Section 160.103, limited to information created or received by NRI on behalf of Provider.
- c) Individual. “Individual” shall have the same meaning as it has in 45 C.F.R. Section 164.501 and shall include persons who qualify as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- d) Privacy Rule. “Privacy Rule” shall mean the regulations set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.
- e) Required by Law. “Required by Law” shall have the same meaning as it has in 45 C.F.R. Section 164.501.
- f) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g) Security Rule. “Security Rule” shall mean the regulations set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.
- h) Health Care Operations. “Health Care Operations” shall have the same meaning as it has in 45 C.F.R. Section 164.501.
- i) Designated Record Set. “Designated Record Set” shall have the same meaning as it has in 45 C.F.R. Section 164.501.
- j) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164.

2. Obligations and Activities of NRI.

(a) NRI shall use or disclose PHI only to provide services under the Agreement, as permitted by this Addendum, or as may be Required by Law. NRI shall not use or disclose PHI

in any manner that would not be permissible under the Privacy Rule if done by Provider, except that:

(1) NRI may use PHI for its proper management and administration or to carry out its legal responsibilities and may disclose such data for NRI's proper management and administration or to carry out its legal responsibilities, provided that: (i) NRI obtains reasonable assurances from the person to whom it discloses PHI that such PHI shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) the person notifies NRI of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(2) NRI may provide Data Aggregation services relating to the Health Care Operations of Provider.

(b) In order to facilitate NRI's ability to provide Additional Reports to Provider and other providers, NRI may de-identify PHI or create a Limited Data Set from PHI and may maintain such de-identified health information and/or Limited Data Set even after termination of this Addendum. After termination of this Addendum, the use of any Limited Data Set created from PHI shall be governed by the provisions set forth in Exhibit C.

(c) NRI shall not use or disclose PHI in any manner not permitted by this Addendum.

(d) NRI shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Addendum.

(e) NRI shall use appropriate Administrative, Technical and Physical Safeguards to ensure the integrity and availability of Electronic PHI.

(f) NRI shall report to Provider any use or disclosure of PHI by NRI that is not permitted by this Addendum and or the occurrence of any Security Incident.

(g) NRI shall ensure that any agent or subcontractor to whom it provides PHI agrees to the same restrictions and conditions set forth in this Addendum with respect to such PHI.

(h) If, in order to determine Provider's compliance with the Privacy Rule, the Secretary requires access to NRI's internal practices, books, and records relating to the use and disclosure of PHI, NRI agrees to make such information available to the Secretary.

(i) At Provider's written request, NRI shall provide access to PHI in order to assist Provider in meeting Provider's obligations under the Privacy Rule to afford Individuals the right to access their PHI.

(j) At Provider's written request, NRI shall make any amendment(s) to PHI as Provider directs or agrees to pursuant to the Privacy Rule.

(k) At Provider's written request, NRI shall assist Provider in documenting disclosures made by NRI as necessary to permit Provider to respond to a request by an Individual for an accounting of disclosures in accordance with the Privacy Rule. Provider acknowledges and agrees, however, that neither the Agreement nor this Addendum requires NRI to disclose PHI in a manner that would require an accounting of disclosures under the Privacy Rule.

(l) NRI may use PHI to provide Data Aggregation services to Provider as permitted by the Privacy Rule.

2. Term and Termination Provisions Applicable to NRI's Use of PHI.

(a) Term. The provisions of this Addendum shall take effect on the date of the initial term of the Agreement and shall continue until the Agreement is terminated in accordance with its terms, except that upon Provider's knowledge of a material breach by NRI of its obligations under this Addendum, Provider shall provide NRI with an opportunity to cure the breach or end the violation, and if NRI does not cure the breach or end the violation within a reasonable period of time, Provider may terminate this Addendum and/or terminate the Agreement in accordance with its terms.

(b) Effect of Termination on PHI. Upon termination of the Agreement, NRI shall return or destroy all PHI in its possession unless NRI determines that it is infeasible to return or destroy such PHI or unless such PHI is retained by NRI in a Limited Data Set subject to a Data Use Agreement, as provided in Section 1(b). In such event, NRI shall extend the protections in this Addendum to such PHI, and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible. The obligations in this Addendum shall continue until all of the PHI is destroyed or returned to Provider.

3. Miscellaneous Provisions.

(a) Amendment. Provider and NRI agree to take such action as is necessary to amend this Addendum from time to time to ensure compliance with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(b) No Third-Party Beneficiaries. Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Provider or NRI and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(c) Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to ensure compliance with HIPAA, the Privacy Rule, and the Security Rule. Provider and NRI agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that allows compliance and is consistent with HIPAA, the Privacy Rule, and the Security Rule.

Exhibit C: Data Use Agreement
Use and Disclosure of Limited Data Set(s)

1. Use of Limited Data Set(s). Provider agrees that, even after termination of the Agreement and of the Addendum contained in Exhibit B, NRI may use any Limited Data Set(s) it may have created or obtained under the Addendum contained in Exhibit B to conduct quality improvement research designed to assist providers in evaluating and improving the quality of behavioral health care, including the production and public dissemination of reports and analyses consisting of aggregated performance measurement data. Prior to using any Limited Data Set created or obtained under the Addendum contained in Exhibit B, NRI shall ensure that all of the identifiers listed below have been removed.

- name
- postal address information, other than town or city, state, and zip code
- telephone number
- fax number
- electronic mail address
- social security number
- medical record number
- Health Plan beneficiary number
- account number
- certificate/license number
- vehicle identifiers and serial numbers, including license plate numbers
- device identifiers and serial numbers
- Web Universal Resource Locators ("URLs")
- Internet Protocol ("IP") address numbers
- biometric identifiers, such as fingerprints or voice prints
- full face photographic images and any comparable images

2. Obligations and Activities of NRI With Respect to Limited Data Sets.

(a) NRI agrees to use or disclose Limited Data Sets only for the purposes described in this Data Use Agreement. NRI shall not use any Limited Data Set in a manner that would violate the Privacy Rule if done by Provider.

(b) NRI shall not use or disclose the Limited Data Set except as provided in this Data Use Agreement or as required by law.

(c) NRI shall use appropriate safeguards to prevent the use or disclosure of the data contained in any Limited Data Set other than as provided for by this Data Use Agreement.

(d) NRI shall report to Provider any use or disclosure of any Limited Data Set not provided for by this Data Use Agreement of which it becomes aware..

(e) NRI shall ensure that any agent or subcontractor to whom it provides access to any Limited Data Set agrees to the same restrictions and conditions that apply to NRI under this Data Use Agreement.

(f) NRI shall not re-identify the information or contact any Individual whose information is contained within a Limited Data Set.

3. Term and Termination. The provisions of this Data Use Agreement shall take effect on the date of the initial term of the Agreement. Provider may terminate this Data Use Agreement, upon written notice, if Provider become aware of a material breach of NRI's obligations under this Data Use Agreement, and NRI does not cure the breach or end the violation within a reasonable period of time.