

## **NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT**

This Agreement ("Agreement"), for the period June 1, 2021 through May 31, 2023, is by and between County of Monterey ("Agency") and Nurse-Family Partnership, a Colorado nonprofit corporation ("NFP") (together, the "Parties").

### **RECITALS:**

- A. Whereas, the Nurse-Family Partnership® Program (the "Program") is an evidence-based program developed on the basis of randomized controlled trial research to yield certain benefits for low-income, first-time mothers and their children ("Program Benefits").
- B. Whereas, the Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.
- C. Whereas, the Program implementation by Agency must be based upon key parameters ("Model Elements") identified through research and refined based upon the Program's experience since 1997 and attached and incorporated herein to this Agreement as Exhibit A, Nurse-Family Partnership Model Elements.
- D. Whereas, Agency desires and intends to implement the Program to serve low-income, first-time mothers in Agency's geographic area and to represent itself to the public and be known to the public as being affiliated with the Nurse-Family Partnership Program.
- E. Whereas, NFP desires and intends to operate in the best interests of mothers and children and to guide and support the Program implementation process in a manner that will help the Agency obtain Program Benefits for the mothers and children that Agency serves.
- F. Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Agency shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section VI herein and thereafter, so long as funding is available to both Parties for this purpose.

### **AGREEMENT:**

In consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

#### I. DEFINITIONS.

- A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:
  - 1. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to Agency, into which designated, NFP-approved Agency personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
  - 2. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.

3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Agency.
  4. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
  5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in Research.
  6. "Electronic Visit-to-Visit Guidelines™" or "E-Guidelines™" means NFP's written guidance for how a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
  7. "Location" means the work address of a Program Supervisor.
  8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by Agency who spends at least 20 (twenty) hours per week, or 0.5FTE, whichever is greater, delivering the Program to Clients.
  9. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Agency. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
  10. "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.
  11. "Team" means a half- to full-time Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor.
  12. "Implementing Agency" or "IA" means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
  13. "NFP Community Website" means the website hosted by the national office of NFP at which Agency personnel may access resources related to the Program.
  14. "Nurse Consultant" means a registered nurse provided by the National Service Office ("NSO") of NFP, who has been trained by the NSO and is qualified to consult with Agency on matters related to the Program.
- B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Agency, NFP, or its licensors, whether they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with collected data, Research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Agency with reasonable notice of those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Agency.
- C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the

singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

## II. NFP OBLIGATIONS; RIGHTS.

- A. NFP grants to Agency a non-exclusive limited right and license to use the Proprietary Property for carrying out Agency's obligations under this Agreement in the geographic area within which Agency Nurse Home Visitors serve Clients. Agency shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the collected data, Research, and current modalities of Program delivery. NFP will provide Agency with reasonable notice of Program modifications. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by Agency. In any event, all software and NFP DCS content, excluding Agency's and other Implementing Agencies' data, shall remain the sole property of NFP.
- B. NFP will provide the support described in Exhibit B, Nurse-Family Partnership Support, attached and incorporated herein, to help Agency implement the Program.
- C. NFP reserves the right to communicate directly with Agency's funders to report on Agency's progress, learn more about funding decisions, and be informed of actions that may affect Agency's Clients.
- D. NFP shall submit invoices to Agency for services provided to Agency, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in Exhibit C, Fees for Nurse-Family Partnership Services, attached and incorporated herein.
- E. NFP may, from time to time, request that Agency collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. The decision to participate in such Research is, however, entirely up to Agency.
- F. NFP, independently or jointly with Agency, may publish or present NFP-related information or Program results in Research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work. NFP will not identify Agency in these materials without Agency's prior written authorization.
- G. NFP shall provide data and reporting services on behalf of Agency to California Department of Public Health in a manner that would not violate HIPAA if done by Agency.
- H. Exhibit D, HIPAA Business Associate Addendum (the "BAA") is hereby attached and incorporated into this Agreement.

### III. AGENCY OBLIGATIONS.

- A. Agency will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in Exhibit E, Agency Responsibilities, attached and incorporated herein, to do so.
- B. Agency shall notify NFP within three (3) business days of learning of funding decisions that may materially affect Agency's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. Agency will take all appropriate steps to 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, business associate agreements, as necessary.
- D. Agency assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting.
- E. Agency's Nurse Home Visitors, Program Supervisors, and Administrators shall complete all required NFP Education. Nurse Home Visitors and Program Supervisors who leave the Program for two (2) years or longer and then return must attend NFP Education before visiting Clients and resuming Program delivery. Agency shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines™.
- F. When requested by NFP, Agency will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to Agency.
- G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Agency shall request NFP's permission prior to participating in any Research that is (1) initiated by a party other than NFP and (2) that involves Program staff or explicitly targets the families that are enrolled in the Program. NFP shall review and approve or disapprove Agency's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- H. Agency will inform NFP of Agency proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Agency, or jointly by Agency and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- I. Agency is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Agency uses the reproductions solely for Program implementation, and (3) Agency does not sell or otherwise distribute the reproductions to any third party not involved in Agency's implementation of the Program.
  - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines™.

2. The published materials bear notices indicating copyright by any of the following:
    - a) University of Colorado
    - b) University of Colorado Health Sciences Center
    - c) University of Colorado at Denver and Health Sciences Center
    - d) Nurse-Family Partnership
  3. NFP has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of a Memorandum of Understanding ("MOU") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
  4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
  5. Agency may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- J. NFP represents to Agency and Agency understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. Agency shall use the Proprietary Property solely for carrying out Agency's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property without the prior express written permission of NFP. Agency may not duplicate, distribute or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Agency may allow only trained, NFP-authorized users to access the NFP DCS. Agency shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.
- K. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Agency agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program. NFP and Agency have a mutual responsibility to support and promote each other, as each of the Party's activities reflect on the national image of Nurse-Family Partnership and on the image of Nurse-Family Partnership in the state in which the Agency is located. Agency shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Agency material associated with the Program. In all marketing materials related to the Program, Agency shall take all reasonable actions to use the Nurse-Family Partnership name and make its Program readily recognizable to the public as an integral part of the Nurse-Family Partnership.
- IV. The Agency (County of Monterey) is a public agency subject to the disclosure requirements of the CPRA. This Agreement and any amendment to this Agreement are public records subject to disclosure pursuant to the CPRA. If the Agency receives a CPRA request for public records (as defined by the CPRA) regarding the services provided pursuant to this Agreement, other than this Agreement or amendments to the Agreement, Agency will notify NFP of the request and confer with NFP regarding an appropriate response to said request. If NFP reasonably concludes that any records are NFP's Proprietary Property, not subject to the CPRA, and/or exempt from the CPRA, and NFP wishes to prevent disclosure of said

records, NFP shall inform Agency of the legal basis for its conclusion, and may instruct Agency to withhold said records. If NFP fails to respond to Agency in writing prior to Agency's deadline for responding to the CPRA request, Agency may disclose the requested information under the CPRA without liability to Agency. NFP shall defend, indemnify and hold Agency harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at NFP's instruction.

#### V. FEES AND PAYMENT.

- A. The total amount to be paid by Agency under this Agreement shall not exceed **\$200,000**.  
 B. Fees associated with NFP services in support of an Implementing Agency are as follows:

1. Education Services. NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and Agency Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and Administrator at Agency. Fees will be invoiced to Agency upon completion of each face-to-face education session. The Education Fees are calculated based on the calendar year.
  - a) Nurse Home Visitor Education Fees. Required education for Nurse Home Visitors ("NHV") consists of one face-to-face education unit supported by distance education components. All Program Supervisors who have never taken NHV education or who completed it more than two years prior to being promoted to Program Supervisor are required to attend NHV education as well as Program Supervisor education.
  - b) Program Supervisor Education Fees. For Program Supervisors, required education consists of Nurse Home Visitor education plus two face-to-face education units supported by distance education components and nurse consultation.
  - c) Agency Administrator Orientation Fees. Administrator orientation is a two-day face-to-face educational session in Denver. Administrator orientation is required for new Administrators within six (6) months of being hired. Experienced Administrators are strongly encouraged to take advantage of NFP's ongoing distance learning opportunities.
  - d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials:
    - (1) Nurse-Family Partnership Orientation and Education Materials.
    - (2) Set of Prenatal, Infancy and Toddler Guidelines (the Electronic Visit to Visit Guidelines™ or E-Guidelines™).
    - (3) A series of additional nursing practice and program management resources tied to implementation of the Program.
2. Implementation Support Services. These are annual fees, which are due on the Effective Date and each anniversary thereof and are based on the number of Program Supervisor positions (the greater of (1) the number of individuals with supervisory responsibility at the Agency or (2) the number of Program Supervisor FTEs that are required to be implementing the Program with Fidelity to the Model (at least one per eight Nurse Home Visitors). Fees are as follows:

- a) Program Support. This annual fee is billed per each Program Supervisor position per year and contributes to covering costs associated with the following:
- (1) NFP DCS. Services related to third party data collection systems are not covered by this Agreement. Fees for supporting Agency's use of third party data collection systems will be in addition to the Annual Program Support Fee.
  - (2) Quality Improvement (QI) and Reporting.
  - (3) Ongoing Nurse-Family Partnership Nurse Home Visitor, Program Supervisor, and Administrator education; resource library; conference calls; web forums; Nurse-Family Partnership community resources; and updating NFP E-Guidelines™, educational materials, and supporting materials.
  - (4) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).
  - (5) Policy and Government Affairs, including advocacy and educational work at federal and state levels.
- b) Nurse Consultation. The fee is per each Program Supervisor position per year. The full fee is charged for the first Program Supervisor position at a geographic location and a reduced fee is then charged for each additional Program Supervisor position at that same location. The fees contribute to covering costs associated with a NFP Nurse Consultant providing the following support to Program Supervisors:
- (1) Helping each Program Supervisor develop an annual plan for implementation.
  - (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
  - (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
  - (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
  - (5) Model implementation coaching and consultation with each Program Supervisor.
- c) Program Supervisor Expansion or Replacement Fee. A one-time fixed fee is charged for extra support when a new Program Supervisor position is added, or a vacant position is filled.

C. Fees are subject to change in accordance with Section IV. D. below.

D. All fees are based upon NFP's standard terms of invoicing and payment, as follows:

1. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
2. Program Support and Nurse Consultation Fees are invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s).
3. Program Supervisor Expansion or Replacement Fees are invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s) except as required by Section III.C.

E. NFP shall invoice Agency for services provided to Agency based upon the fee schedule set forth in Exhibits C and C-1, Fees for Nurse-Family Partnership Services. NFP reserves the right to change the fees set forth in Exhibit C during the term of this Agreement but not more often than annually. NFP will notify Agency at least one year prior to any such change becoming effective.

F. Invoices will be sent to:

Monterey County Health Department  
Attention: Ella Harris, Director of Public Health Nursing  
Address: 1270 Natividad Rd  
Salinas, CA 93906  
Telephone: 831-796-1279  
Email: HarrisE@co.monterey.ca.us  
 Please check this box if you would prefer to receive invoices by email

G. Agency will send payments, identifying the NFP invoice, within 30 days of invoice to:

Nurse-Family Partnership  
Attention: Finance Department  
1900 Grant Street, Fourth Floor  
Denver, CO 80203

#### VI. TERM AND DEFAULT.

- A. Term of Agreement. This Agreement shall remain in full force and effect through May 31, 2023, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Early Termination. The Parties agree that they intend to and will engage in mutual efforts to keep this Agreement in force for the Term, because it requires approximately three years for the Clients to complete the Program. Recognizing, however, that circumstances beyond the control of the Parties may compel one Party to desire termination before completion of the Term or an extension thereof, either Agency or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- C. Agency Termination For Lack of Funding. The Agency's payments to NFP under this Agreement are funded by local, state, and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the Agency's purchase of the indicated quantity of services, then the Agency may give written notice of this fact to NFP, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Agency may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.
- D. If Agency terminates the Agreement for any reason other than for an uncured, NFP breach, then the following provisions shall apply:
1. Agency will stop enrolling Clients as of the date notice is given to NFP.
  2. Agency shall make best efforts to give all Clients enrolled at the time Agency gives NFP a notice of termination the opportunity to complete the Program at Agency or transfer them to another NFP Implementing Agency. If there are no



3. If such programs exist, Agency shall demonstrate best efforts by communicating with at least three home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with the National Service Office ("NSO") no more than three days after communication has occurred.
  4. When a new program to which Clients can be transferred has been identified, Agency will work directly with that program's administrator to provide for the optimal transfer of Clients.
  5. When Clients are discharged, Agency shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.
  6. If Nurse Home Visitors will lose their jobs due to layoffs, the Agency shall reach out to the NSO for support in relocating these nurses to other NFP sites, which the NSO will do when such relocation is appropriate and possible.
- E. Default. A party shall be in default under this Agreement (i) if a party breaches a material provision of this Agreement, which breach is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days of written notice given to the breaching party by the non-breaching party or (ii) upon the bankruptcy of a party.
- F. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VII.
- G. Effect of Termination.
1. If the Agreement is terminated, Agency shall pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
  2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
  3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
    - a) Agency will no longer have access to the NFP DCS;
    - b) Agency shall stop enrolling new Clients;
    - c) Agency shall work with the NFP Nurse Consultant to develop a transition plan, including, when applicable, a plan to provide continuity of care for current Clients;
    - d) NFP may retain a record of all data which has been collected by Agency while implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
    - e) Agency and NFP will continue to comply with all relevant state, federal laws and all other provisions of this Agreement with respect to maintaining Client confidentiality;
    - f) All materials in Agency's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;

- g) All copies of Proprietary Property that have been provided to Agency by NFP or that have come into Agency's possession from other sources must be returned to NFP or destroyed; and
- h) Agency will cease to implement the Program and will cease to represent that it is implementing the Program.

#### VII. DISPUTE RESOLUTION.

If a dispute arises relating to this Agreement, the Parties shall attempt to resolve that dispute at the lowest possible level. If the dispute cannot be resolved at that level, the dispute shall be elevated to the Director, Program Development, of NFP and the Program Supervisor. If these persons cannot resolve the dispute, it shall be elevated to the next organizational level of NFP and Agency. If the dispute is not resolved through the foregoing process within a reasonable period of time, not to exceed any period of time that could reasonably be deemed to have a detrimental impact on the implementation of the Program by Agency, either party may initiate dispute resolution through any avenue permitted in law or in equity.

#### VIII. MUTUAL INDEMNIFICATION.

INDEMNIFICATION, NFP shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "Agency"), its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by NFP and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Agency. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Agency. NFP shall reimburse the Agency for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which NFP is obligated to indemnify, defend and hold harmless the Agency under this Agreement.

INDEMNIFICATION, Agency shall indemnify, defend, and hold harmless Nurse Family Partnership (hereinafter "NFP"), its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Agency and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NFP. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NFP. The Agency shall reimburse NFP for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Agency is obligated to indemnify, defend and hold harmless NFP under this Agreement.

- IX. INSURANCE. NFP shall at all times during the term of the Agreement with the County of Monterey maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit E, and will comply with all those requirements as stated therein. The County of Monterey and all parties as set forth on Exhibit E shall be considered an additional insured or loss payee if applicable. All of NFP's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County of Monterey, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. NFP's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. NFP's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the

County of Monterey before the County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

X. ASSIGNMENT; SUBCONTRACTING.

Except as provided herein, this Agreement and the rights, obligations, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way to any third party, including financing institutions, without the prior written consent of NFP. Agency shall not respond to social impact bond or "pay for success" solicitations or enter into contracts or funding arrangements that link Program implementation performance to repayment of funding and name the Program as the targeted service without NFP's prior written consent. Agency shall not engage or utilize the services of any subcontractor to perform any of Agency's services hereunder without the prior written consent of NFP. If Agency engages a Subcontractor(s) to perform any of Agency's obligations hereunder, Agency shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on Agency by this Agreement.

XI. MISCELLANEOUS PROVISIONS.

- A. Consents. Whenever a Party's consent or approval is required under this Agreement, such consent or approval shall be requested in writing and not be unreasonably withheld.
- B. 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, or when sent by electronic mail, receipt confirmed, to the receiving party at the following addresses:

For NFP:

Original to:  
 Nurse-Family Partnership  
 1900 Grant Street, Suite400  
 Denver, CO 80203  
 Attention: Chief Executive Officer  
 Telephone: 303-327-4274  
 Facsimile: 303-327-4260  
 Email:  
 Frank.Daidone@NurseFamilyPartnership.org

With a copy to:  
 Nurse-Family Partnership  
 1900 Grant Street, Suite400  
 Denver, CO 80203  
 Attention: Chief Legal Officer  
 Telephone: 303-327-4271  
 Facsimile: 303-327-4260  
 Email:  
 Elizabeth.Jasper@NurseFamilyPartnership.org

For Agency:

Original to:  
  
 Agency: Monterey County Health  
 Department  
  
 Attention: Ed Moreno, MD  
  
 Address: 1270 Natividad Rd.  
 Salinas, CA 93906  
  
 Telephone 831-755-4500  
 :  
 Email: morenoEL@co.monterey.ca.us

With a Copy to:  
  
 Agency: Monterey County Health Department  
  
 Attention: Ella Harris, RN  
 Director Public Health Nursing  
 Address: 1270 Natividad Rd.  
 Salinas, CA 93906  
  
 Telephone: 831-796-1279  
  
 Email: [HarrisE@co.monterey.ca.us](mailto:HarrisE@co.monterey.ca.us)

- C. 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.
- D. 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.
- E. Responsibility for Debts and Obligations. Neither party shall be responsible either directly or indirectly for any of the debts or obligations of the other party except as provided under this Agreement.
- F. No Third-Party Beneficiary. This Agreement does not create any third-party beneficiary rights in any person or entity, including without limitation, financing institutions.
- G. Authority to Contract. The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein. The Parties represent and warrant 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 the Parties are bound.
- H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership among the Parties. No party shall have the power to control the activities or operations of another party and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall hold itself out as having authority or relationship in contravention of this Paragraph.
- I. 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.
- J. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- K. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of California. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of California and the forum and convenience of the state and federal courts thereof.

- L. 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.
  
- M. 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 or electronic signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.
  
- P. Audits. NFP is a vendor providing services that support Agency's implementation of the Nurse-Family Partnership® program. Agency pays NFP for these services at an agreed-upon rate, on a fee for service basis. NFP grants Agency a right to audit, with reasonable notice, those records that are directly related to determining that fees paid by Agency to NFP have been invoiced accurately under the terms of this agreement. If this paragraph conflicts with any other provisions in the Agreement, this paragraph will take precedence.
  
- Q. Entire Agreement. This Agreement (together with Exhibits hereto, 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.

*This space intentionally left blank*

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.

**For NFP:**

Nurse-Family Partnership

DocuSigned by:  
*Frank Daidone*  
By: 7266241D65CD412...  
Signature

Frank Daidone,  
President & CEO  
\_\_\_\_\_  
(Printed Name & Title)

Date: 9/17/2021 | 9:01 AM PDT

**For Agency:**

County of Monterey

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

\_\_\_\_\_  
(Printed Name & Title)

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

DocuSigned by:  
*Stacy Saetta*  
C0ECE1B99F444A9...

Stacy Saetta

Sr. Deputy County Counsel

9/17/2021 | 3:52 PM PDT

DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8449...

Gary Giboney

Chief Deputy Auditor-Controller

9/17/2021 | 4:06 PM PDT

**EXHIBIT A. NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS**

When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from Research results.

- Element 1. Client participates voluntarily in the Nurse-Family Partnership Program.
- Element 2. Client is a first-time mother.
- Element 3. Client meets low- income criteria at intake.
- Element 4. Client is enrolled in the Program early in her pregnancy and receives her first home visit by no later than the end of the 28<sup>th</sup> week of pregnancy.
- Element 5. Client is visited one-to-one: one Nurse Home Visitor to one first-time mother/ family.
- Element 6. Client is visited in her home, as defined by the Client, or in a location of the Client's choice.
- Element 7. Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the standard NFP visit schedule or an alternative visit schedule agreed upon between the Client and Nurse Home Visitor.
- Element 8. Nurse Home Visitors and Program Supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.
- Element 9. Nurse Home Visitors and Program Supervisors participate in and complete education required by NFP NSO. In addition, a minimum of one current Administrator participates in and completes the Administrator Education required by NFP.
- Element 10. Nurse Home Visitors use professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP E-Guidelines™ to individualize the Program to the strengths and risks of each family and apportion time across defined Program domains.
- Element 11. Nurse Home Visitors and Program Supervisors apply nursing theory, nursing process and nursing standards of practice to their clinical practice and the theoretical framework that underpins the Program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods.
- Element 12. A full-time Nurse Home Visitor carries a caseload of 25 or more active Clients.
- Element 13. NFP agencies are required to employ a Program Supervisor at all times.
- Element 14. Program Supervisors provide Nurse Home Visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the Nurse Home Visitor role through specific supervisory activities including 1:1 clinical supervision, case conferences, team meetings and field supervision.

- Element 15. Nurse Home Visitors and Program Supervisors collect data as specified by NFP and ensure that it is accurately entered into the NFP Data Collection System (“DCS”) in a timely manner.
- Element 16. Nurse Home Visitors and Program Supervisors use data and NFP reports to assess and guide Program Implementation, enhance Program quality and demonstrate Program Fidelity and inform clinical practice and supervision.
- Element 17. Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.
- Element 18. Agency convenes a long-term Community Advisory Board that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.
- Element 19. Adequate organizational support and structure shall be in place to support Nurse Home Visitors and Program Supervisors to implement the Program with Fidelity to the Model.



**EXHIBIT B. NURSE-FAMILY PARTNERSHIP SUPPORT FOR AN AGENCY**

To help Agency implement the Program with Fidelity to the Model, NFP provides the following support to Agency:

- I. NFP provides support to help Agency prepare to implement the Program including:
  - A. Materials to help Agency:
    1. Select and set up Agency's work space;
    2. Establish telecommunications and computer capabilities;
    3. Recruit and hire Program Supervisors, Nurse Home Visitors, and administrative support staff;
    4. Establish a network of sources who may refer low-income, first-time mothers to Agency;
    5. Facilitate enrollment of Clients;
    6. Establish a network of social services which can provide support to Agency's Clients;
    7. Work with media;
    8. Inform the community and build support for Agency, the Program, and Program Benefits;
    9. Establish strong, stable, and sustainable funding for Agency operations.
  - B. An NFP DCS users' manual, which provides instructions describing what data must be collected for NFP DCS by Agency staff, how that data must be entered into NFP DCS, and how reports can be obtained. NFP may modify the NFP DCS users' manual from time to time and will provide Agency with updated versions on a timely basis.
  - C. Access to an Internet-based discussion forum with other entities that are implementing the Program.
  - D. A visit to Agency by a member of NFP staff to offer direct consultation on Program implementation.
- II. NFP provides ongoing support to Agency via telephone and email during Program implementation and operation, including:
  - A. Consultation with respect to topics such as, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
  - B. Model implementation consultation for Program Supervisors and Nurse Home Visitors;
  - C. Consultation regarding data collection, entry, management, and interpretation.
  - D. On-site consultation as is mutually deemed necessary and appropriate.
- III. NFP provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. NFP may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform Agency of such modifications on a timely basis.
- IV. NFP provides education to Program Supervisors and Nurse Home Visitors at dates and locations to be determined by NFP. Education will cover the following topics:
  - A. The Program, Program Benefits, and Model Elements;
  - B. Use of the NFP DCS, including data collection, entry, management, and interpretation;
  - C. Implementation of the Program using the NFP E-Guidelines™ and associated tools and materials;

- D. Knowledge and skills needed by the NFP Program Supervisor for proper Program delivery; and
  - E. Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Agency.
- V. NFP provides E-Guidelines™ and other materials to help Program Supervisors and Nurse Home Visitors implement the Program with Fidelity to the Model Elements. NFP may modify the E-Guidelines from time to time and will provide Agency with updated versions on a timely basis.
- VI. NFP provides support for Agency's use of the NFP DCS, including:
- A. Monitoring the Agency's data collection and entry activity and quality and providing feedback to Agency as appropriate;
  - B. Maintaining and supporting NFP DCS software;
  - C. Upgrading NFP DCS software when deemed necessary by NFP; and
  - D. Technical assistance via telephone or e-mail to support Agency's use of the NFP DCS.
- VII. NFP provides implementation reports and evaluation reports at such times as NFP deems commercially reasonable and necessary to meet the needs of Agency and entities to which Agency may be obligated to provide such information. Subject to applicable federal and state laws, if any, such reports cover:
- A. Agency activity. Reports designed primarily for Program Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
  - B. Quality improvement. Reports aimed to help Agency improve Fidelity to the Model including reports designed (i) to assist Program Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help NFP staff assess how Agencies are performing with respect to Fidelity to the Model.
  - C. Program outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to Agency's particular circumstances.
  - D. These reports are available on a pre-defined schedule or from the NFP DCS Website on demand. NFP may modify the Program Reports from time to time.
- VIII. NFP will provide art work and color and usage guidelines to help Agency develop and produce communications materials that properly use the NFP trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by NFP.
- IX. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervisors and staff and mutually develop a Collaborative Success Plan ("CSP"). From time to time, NFP may engage either internal or external auditors to evaluate the performance of the Agency. Agency will cooperate fully with any quality audit that is undertaken by or on behalf of NFP.
- X. Collaborative Success Plan ("CSP"). The NFP Program is a model where collaboration and change occur within the context of a relationship with shared goals. The CSP was developed to facilitate shared agreements and planning between NFP and Implementing Agencies throughout the life span of Program implementation and is updated at least annually. The CSP operates as follows:

1. The goal of the CSP is to support alignment with the Model Elements (Fidelity to the Model) in the areas of program growth, operational efficiency, outcomes, and sustainability. Like the nursing process, the CSP provides opportunities to support Program implementation throughout the life cycle of an Implementing Agency. The CSP is periodically assessed and updated as circumstances require to identify opportunities for growth. The CSP provides a framework for action to support those opportunities. The Agency and NFP Nurse Consultants will collaborate to create a CSP with action items that include both NFP responsibilities and Agency responsibilities.
2. A CSP serves as a tool for both the Agency and NFP to monitor progress towards mutually-agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the Agency to serve families in the community effectively. Both Parties will have access to the document which will include mutually agreed upon goals, contributing factors, and action items for both NFP and the Agency. Progress on goals will be assessed regularly during consultation calls.
3. After a CSP is finalized, the NFP will provide Agency with full-time access to it. The CSP includes documentation of shared goals and progress on action items. CSPs are reviewed quarterly at a minimum, and more often as needed.

**EXHIBIT C.****2021-2022 FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES**

**NFP FEES FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:**

<b>Nurse Home Visitor Education Fee (Invoiced upon completion of the face-to-face session)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	\$5,100.00	Per NHV or Program Supervisor Attendee
<b>NFP Program Supervisor Education Fee (Invoiced upon completion of the first face-to-face session)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	\$922.00	Per Program Supervisor Attendee
<b>Program Supervisor Unit 2 Education Fee (Invoiced upon completion of the face-to-face session)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	\$800.00	Per Program Supervisor Attendee
<b>NFP Agency Administrator Education Fee (Invoiced upon completion of the first face-to-face session)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	\$603.00	Per Administrator Attendee
<b>Administrator Optional Session Education Fee (Invoiced upon completion of the face-to-face session)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	\$282.00	Per Administrator Attendee
<b>NHV Educational Materials Fee (Invoiced upon completion of the first face-to-face session)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	12/31/2021	\$648.00	Per NHV or Program Supervisor Attendee
<b>Annual Program Support Fee (Invoiced Annually on the Price Effective Date)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	\$8,838.00	Per Program Supervisor Position per Year
<b>Annual Nurse Consultation Fee for Each First Program Supervisor at a Location (Invoiced annually on the Price Effective Date)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	\$10,596.00	Per Program Supervisor Position per Year
<b>Annual Nurse Consultation Fee for Each Additional Program Supervisor at a Location (Invoiced annually on the Price Effective Date)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	\$6,792.00	Per Additional Program Supervisor Position per Year
<b>Program Supervisor Expansion or Replacement Fee (Invoiced at the time of hire)</b>			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2021	05/31/2022	\$3,462.00	One time per Expansion or Replacement Program Supervisor

**EXHIBIT C-1.****2022-2023 FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES**

**NFP FEES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:**

<b>Section 1: Education, Expansion, and Replacement Fees</b>			
<b>Nurse Home Visitor Education Fee</b> (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	\$5,254.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$5,412.00	
<b>Program Supervisor Education Fee</b> (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	\$950.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$979.00	
<b>Program Supervisor Unit 2 Education Fee</b> (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	\$825.00	Per Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$850.00	
<b>Administrator Standard Education Fee</b> (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	\$621.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$640.00	
<b>Administrator Optional Session Education Fee</b> (Invoiced upon completion of the face-to-face session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	\$290.00	Per Administrator Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$299.00	
<b>NHV Educational Materials Fee</b> (Invoiced upon completion of the face-to-face NHV education session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2022*	12/31/2022	\$667.00	Per NHV or Program Supervisor Attendee (*Beginning 1/1/2022, price is based on the calendar year)
1/1/2023	12/31/2023	\$687.00	
<b>Program Supervisor Replacement Fee</b> (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2022	5/31/2023	\$3,462.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
6/1/2023	5/31/2024	\$3,566.00	
<b>Team Addition Expansion Fee</b> (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2022	5/31/2023	\$19,781.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
6/1/2023	5/31/2024	\$20,374.00	
<b>Regional Expansion Fee</b> (Invoiced at the time of hire)			
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2022	5/31/2023	\$24,726.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
6/1/2023	5/31/2024	\$25,468.00	

**(CONTINUED ON NEXT PAGE)**

## Section 2: Annual Fees

### NFP Network Partner Annual Program Support Fee (For the First Team at a Location) (Invoiced annually on the Price Effective Date)

Price Effective Date	End Date	Unit Price	Unit of Measure
Two NHV Team 6/1/2022	05/31/2023	\$20,304.00	Annual per first team per year (The fee total is based on the number of Nurse Home Visitors per team)  (Price is set on contract anniversary date)
Two NHV Team 6/1/2023	05/31/2024	\$20,568.00	
Three NHV Team 6/1/2022	05/31/2023	\$21,024.00	
Three NHV Team 6/1/2023	05/31/2024	\$21,420.00	
Four NHV Team 6/1/2022	05/31/2023	\$21,744.00	
Four NHV Team 6/1/2023	05/31/2024	\$22,260.00	
Five NHV Team 6/1/2022	05/31/2023	\$22,464.00	
Five NHV Team 6/1/2023	05/31/2024	\$23,112.00	
Six NHV Team 6/1/2022	05/31/2023	\$23,184.00	
Six NHV Team 6/1/2023	05/31/2024	\$23,964.00	
Seven NHV Team 6/1/2022	05/31/2023	\$23,904.00	
Seven NHV Team 6/1/2023	05/31/2024	\$24,816.00	
Eight NHV Team 6/1/2022	05/31/2023	\$24,624.00	
Eight NHV Team 6/1/2023	05/31/2024	\$25,668.00	

### NFP Network Partner Annual Program Support Fee (For the Second and Subsequent Teams at a Location) (Invoiced annually on the Price Effective Date)

Price Effective Date	End Date	Unit Price	Unit of Measure
Two NHV Team 6/1/2022	05/31/2023	\$18,456.00	Annual per second or subsequent team per year (The fee total is based on the number of Nurse Home Visitors per team)  (Price is set on contract anniversary date)
Two NHV Team 6/1/2023	05/31/2024	\$18,720.00	
Three NHV Team 6/1/2022	05/31/2023	\$19,176.00	
Three NHV Team 6/1/2023	05/31/2024	\$19,572.00	
Four NHV Team 6/1/2022	05/31/2023	\$19,896.00	
Four NHV Team 6/1/2023	05/31/2024	\$20,424.00	
Five NHV Team 6/1/2022	05/31/2023	\$20,616.00	
Five NHV Team 6/1/2023	05/31/2024	\$21,264.00	
Six NHV Team 6/1/2022	05/31/2023	\$21,336.00	
Six NHV Team 6/1/2023	05/31/2024	\$22,116.00	
Seven NHV Team 6/1/2022	05/31/2023	\$22,056.00	
Seven NHV Team 6/1/2023	05/31/2024	\$22,968.00	
Eight NHV Team 6/1/2022	05/31/2023	\$22,776.00	
Eight NHV Team 6/1/2023	05/31/2024	\$23,820.00	

## Exhibit D

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective June 1, 2021 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Nurse Family Partnership (“NFP”) (“Business Associate”) (each a “Party” and collectively the “Parties”).

#### RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

#### AGREEMENT

##### 1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

*May 2021*

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

May 2021



permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

*May 2021*

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

## **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

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**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Nurse Family Partnership

Attn: Elizabeth Slater Jasper

1900 Grant Street, Suite 400

Denver, CO 80203

Phone: 303-327-4240

Fax:

Email: Elizabeth.Jasper@nursefamilypartnership.org

If to Covered Entity, to:

County of Monterey Health Department

Attn: Compliance/Privacy Officer

1270 Natividad Road

Salinas, CA 93906

Phone: 831-755-4018

Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity’s request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity’s electronic health information that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By:   
7266241D65CD412...  
Print Name Frank Daidone  
Print Title President & CEO  
Date: 9/17/2021 | 9:01 AM PDT

By: \_\_\_\_\_  
Print Name: Elsa M. Jimenez  
Print Title: Director of Health  
Date: \_\_\_\_\_



**Exhibit E. EVIDENCE OF INSURANCE COVERAGE**

**Evidence of Coverage:**

Prior to commencement of this Agreement, NFP shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, NFP upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contracts/Purchasing Department, unless otherwise directed. NFP shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Agency has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of NFP.

**Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Agency's Purchasing Manager.

**Insurance Coverage Requirements:** Without limiting NFP 's duty to indemnify, NFP shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

**Business Automobile Liability Insurance**, covering ~~all~~ motor vehicles, including ~~owned~~, ~~leased~~, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

**Workers' Compensation Insurance**, if NFP employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers ' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

DS  
FD

NFP

Agency

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, NFP shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

**Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date NFP completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for NFP and additional insureds with respect to claims arising from each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of NFP'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by NFP'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, NFP shall file certificates of insurance with the Agency's contract administrator and Agency's Contracts/Purchasing Division, showing that NFP has in effect the insurance required by this Agreement. NFP shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

NFP shall always during the term of this Agreement maintain in force the insurance coverage

required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator and Agency's Contracts/Purchasing Division. If the certificate is not received by the expiration date, Agency shall notify NFP and NFP shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by NFP to maintain such insurance is a default of this Agreement, which entitles the Agency, at its sole discretion, to terminate this Agreement immediately.

## EXHIBIT F. AGENCY RESPONSIBILITIES

To ensure that the Nurse-Family Partnership Program is implemented with Fidelity to the Model, Agency will undertake the following actions during initial implementation and ongoing operation:

- I. Agency shall:
  - A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
  - B. Set up and maintain an appropriate work space for staff who are to implement the Program;
  - C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
  - D. Recruit, hire, and retain Program Supervisors, Nurse Home Visitors, and administrative support staff;
  - E. Establish, maintain, keep current, and improve its network of referral sources who will refer low-income, first-time mothers to Agency;
  - F. Enroll Clients that meet the criteria specified in the Model Elements.
  - G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to Agency's Clients;
  - H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Agency;
  - I. Inform the community and build support for Agency, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
  - J. Establish and maintain strong, stable, and sustainable funding for Agency operations and seek new funding streams to sustain and expand the Program.
  - K. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.
- II. Agency will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.
- III. Agency will ensure that all Administrators, Program Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP in its reasonable discretion.
- IV. Agency will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed Unit II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and implementation of the Program for mothers who are pregnant.
- V. Agency will implement the Program in accordance with the E-Guidelines™ including:
  - A. Ensure enrollment of 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
  - B. Ensure that each full-time Nurse Home Visitor carries a caseload of at least 25 active families; and
  - C. Ensure that the essential Program content as described in the E-Guidelines™ is addressed with Clients by Nurse Home Visitors.

- VI. Agency will ensure the availability of appropriate, fully functioning computer systems and software at Agency for use of the NFP DCS and to communicate with NFP by email.
- VII. Agency will ensure that Program Supervisors and Nurse Home Visitors (a) collect required data on Client visits and enter it into the NFP DCS completely and accurately within five (5) business days of visiting the Client, and (b) enter any other data for NFP DCS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain Client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, and business associate agreements, as necessary. Failure of Agency to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- VIII. Agency will ensure that Program Supervisors:
  - A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;
  - B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical supervision using reflection, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility; and
  - C. Run activity reports and quality improvement reports from the NFP DCS on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed to enhance the overall quality of program operations; and develop and implement action plans based on these assessments, team meetings and case conferences, in accordance with the Model Elements.
- IX. Agency will ensure that Administrators:
  - A. Support the Team as appropriate;
  - B. Review annual outcome and fidelity measures to assess the status of Program implementation;
  - C. Review capacity and sustainability regularly;
  - D. Take advantage of NFP's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to the NSO for additional training;
  - E. Make best efforts to support the Community Advisory Board ("CAB"), and
  - F. Maintain an ongoing commitment to the professional development and education of Nurse Home Visitors and provide opportunities for additional training, when applicable.
- X. Agency will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Agency's implementation of the Program.
- XI. NFP will periodically assess the extent to which Agency is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Agency to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Agency supervision and mutually develop a plan to do so.