

## **Nurse-Family Partnership Implementation Agreement**

### **County of Monterey**

This Agreement (the "Agreement"), for the period June 1, 2026 (the "Effective Date"), through May 31, 2029, is by and between the **County of Monterey, a political subdivision of the State of California** ("**County**") and Nurse-Family Partnership DBA Changent, a Colorado nonprofit corporation ("**Changent**").

#### **RECITALS:**

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 maternal and child health and development and family stability and success ("**Program Benefits**").

Whereas the Program Benefits can be described generally as helping expectant parents develop behaviors that enable them to have healthier pregnancies, make informed parenting choices, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

Whereas Program implementation must be based upon key parameters identified through research and refined based upon the Program's experience since 1997 ("**Model Elements**"). The Model Elements are attached and incorporated herein to this Agreement as **Exhibit A, Nurse-Family Partnership Model Elements**.

Whereas the County desires and intends to implement the County's geographic area and to represent itself to the public as being affiliated with the Nurse-Family Partnership Program.

Whereas, County has chosen to participate in the NFP Expanded Eligibility Initiative known as **NFPx** (the "NFPx Initiative" or "NFPx"), which expands the scope of the traditional Program by incorporating late enrollment (after the end of the 28th week of pregnancy and before the baby's birth) and multiparous clients (women who have had a previous live birth) into the Program. The NFPx Initiative is designed to serve and measurably improve the health and well-being of women experiencing adversities that put them at higher risk for poor pregnancy and birth outcomes by providing prenatal and early childhood nurse home visiting services.

Whereas Changent desires and intends to guide and support Program implementation in a manner that will help the County obtain Program Benefits.

Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which County will implement the Program and Changent will support such implementation.

## AGREEMENT

In consideration of the mutual covenants and promises below, 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 Changent makes available to County, into which designated, Changent-approved County 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" is an expectant parent enrolled in the Program.
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®" mean Changent's written guidance on how a Nurse Home Visitor conducts visits with Clients during the Clients' participation in the Program.
7. "Location" means the Nurse Supervisor's work address.
8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by the County who spends at least 20 (twenty) hours per week delivering the Program to Clients, or 0.5FTE, whichever is greater, delivering the Program to Clients.
9. "County Data" means any data collected by County about Clients and the Program while administering the Program.
10. "Nurse Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of the County.
11. "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.
12. "Team" means a half- to full-time Nurse Supervisor and up to eight (8) Nurse Home Visitors who report to the Nurse Supervisor. A half-time supervisor can supervise up to four (4) Nurse Home Visitors.
13. "County" means a means a private, state, or local organization responsible for delivering the Program within a specific geographical area.
14. "NFP Community Website" means the Changent-hosted website where County personnel may access resources related to the Program.

15. "Nursing Practice Manager" means a registered nurse, provided by Changent, who has been trained by Changent and is qualified to consult with the County on Program-related matters.
  16. NFPx" refers to the NFPx Initiative, which is an optional addition to the Program that incorporates late Client enrollment and/or multiparous Clients into 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 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 Changent 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 County, Changent, or its licensors, whether or not the changes are incorporated into the Program or the Proprietary Property.
  - 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. CHANGENT OBLIGATIONS; RIGHTS.

- A. Changent grants to County a non-exclusive limited right and license to use the Proprietary Property for carrying out its obligations under this Agreement in the geographic area within which County's Nurse Home Visitors serve Clients. Changent 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 Program delivery and for any other reason Changent or its licensors, in their sole and absolute discretion, deem appropriate. Changent will provide the County with reasonable notice of any modifications. Changent and its licensors shall retain ownership and all rights to all Proprietary Property, regardless of whether they are modified by County.
- B. Changent will provide the support described in **Exhibit B, Changent Support**, attached and incorporated herein, to help the County implement the Program.
- C. Changent reserves the right to communicate directly with the County's funders to report on the County's progress, learn more about funding decisions, and be informed of actions that may affect the County's Clients.

- D. Changent shall submit invoices to the County for services provided to the County, listing a date of provision, a description of each such service, and amounts based upon the fee schedule provided in **Exhibit C, Fees for Changent Services**, and **Exhibit C-1, NFPx Initiative Fee Schedule**, attached and incorporated herein.
- E. Changent may, from time to time, request that the County collect additional data and/or participate in Research initiated by Changent and intended to improve the Program or its implementation. Whether to participate in such Research is, however, entirely up to the County.
- F. Changent, independently or jointly with County, may publish or present Program-related information or 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. Changent will not identify the County in these materials without the County's prior written authorization.
- G. Changent shall provide data and reporting services on the County's to California Department of Public Health, California Home Visiting Program in a manner that would not violate HIPAA if done by the County. If none, enter "None" within the brackets.
- H. **Exhibit D, Business Associate Agreement** (the "BAA") is hereby attached and incorporated into this Agreement.

### III. COUNTY OBLIGATIONS.

- A. COUNTY will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in **Exhibit E, County Responsibilities**, attached and incorporated herein, to do so.
- B. County shall notify Changent within three (3) business days of learning of funding decisions that may materially affect County's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. County 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, and business associate agreements, as necessary.
- D. County assumes responsibility for, knowledge of and compliance with the State Nurse Practice Act of its state and all applicable state laws, regulations, and licensing requirements pertaining to nursing practice, mandatory reporting and maintaining patient records.
- E. County's Nurse Home Visitors, Nurse Supervisors, and Administrators shall complete all required Changent Education. Nurse Home Visitors and Nurse 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. County shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the E-Guidelines and Model Fidelity.

- F. When requested by Changent, the County will make reasonable efforts to collect additional data and/or participate in Research intended to improve the Program or its implementation. The decision whether to participate in such Research is, however, entirely up to the County.
- G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, County shall request Changent's permission prior to participating in any Research that is (1) initiated by a party other than Changent or PRC, and (2) that involves Program staff or explicitly targets Clients. Changent shall review and approve or disapprove of the County's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- H. County shall inform Changent of County proposals to publish or present Program-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 Changent, County, or jointly by County and Changent, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- I. County is authorized to reproduce certain published materials specified below and used in Program implementation so long as (1) this Agreement is in effect, (2) County uses the reproductions solely for Program implementation, and (3) County does not sell or otherwise distribute the reproductions to any third party not involved in County's Program implementation.
  - 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. These are available electronically/digitally in the online E-Guidelines system.
  - 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
    - e) Changent
  - 3. Changent has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of an Amended and Restated Agreement (the "**Restated Agreement**") dated August 1, 2012, and as amended, between the Regents of the University of Colorado and

Changent. The Restated Agreement gives Changent 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.

4. The corresponding Spanish-language versions of these materials are also covered by this authorization.
  5. County may not authorize any other entity to reproduce the materials without Changent's prior written permission.
- J. The Proprietary Property and all associated intellectual property rights are owned exclusively by Changent and its licensors. County may use the Proprietary Property solely for carrying out their obligations under this Agreement and may not share the Proprietary Property with third parties or modify any Proprietary Property without Changent's prior written permission. County may not duplicate, distribute, or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. County may allow only trained, Changent-authorized users to access the NFP DCS. The County shall retrieve all Proprietary Property from departing employees.
- K. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. County agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program. Changent and County have a mutual responsibility to support and promote each other, as each of the Party's activities reflect the Program's national image and its image in the state in which the County is located. The County shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any County material associated with the Program. In all Program-related marketing materials, County 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 Program.
- L. County Implementation of NFP. County agrees, as part of the NFPx Initiative, to:
1. Complete Changent-required NFPx Education prior to enrolling NFPx families.
  2. Implement NFPx in accordance with guidance from NFPx Education sessions.
  3. Participate in the NFPx Community of Practice.
  4. Participate in data gathering using NFPx forms, interviews, focus groups, surveys, etc., as requested.
  5. Collaborate with Changent on future planning based on data and practice.
- M. County agrees that Changent, using reasonable judgment, may discontinue offering enrollment to late enrollees and/or multiparous clients. If Changent discontinues this

offering, it will give County at least 60 days' notice to stop enrolling new NFPx Clients; however, continuation of services to current families would be permitted.

#### **IV. Fees.**

- A. The total amount to be paid by the County of Monterey under this Agreement shall not exceed \$250,000.00
- B. Fees associated with Changent services in support of County are as follows:
  - 1. Start-Up Services Fee (applies to new implementations only): The Start-Up Fee is due on the Effective Date, is charged once per County, and contributes to covering costs associated with:
    - a) Initial support to help the County's staff prepare to implement the Program and successfully move through the initial phase of Program start-up.
    - b) Education about implementation of and access to the NFP DCS and reporting system.
    - c) Incremental program support and nurse practice support during the first two years of implementation.
  - 2. Education Services. Changent provides-Nurse-Family Partnership education for Nurse Home Visitors, Nurse Supervisors, and Administrators. This fee applies each time a Nurse Home Visitor, Program Supervisor, or Administrator attends education, in accordance with Exhibit C. Fees will be invoiced when participants attend the in-person or remote education sessions. The Education Fees are based on the calendar year.
    - a) NFP Nursing Practice Education (Units 1-3) Fees. Required education for Nurse Home Visitors consists of one hybrid (instructor- and self-led) distance education unit and one additional self-led distance education unit. Nurse Supervisors who have not taken NFP Nursing Practice Education or who completed it more than two years prior to being promoted to Nurse Supervisor must attend all required Nursing Practice education as well as Nurse Supervisor education.
    - b) NFP Nurse Supervisor Education (Unit 4) Fees. For Nurse Supervisors, required education consists of NFP Nursing Practice Education (including Nurse Supervisor-specific sessions) plus an in-person leadership course.
    - c) Administrator Orientation. Administrator orientation is a two-day instructor-led education session held remotely. Administrator Orientation is required for new Administrators within six (6) months of being hired. An optional Nursing Overview course for Administrators is also offered to provide additional insight into the Program.

- d) Nurse-Family Partnership Education Materials Fee. Contributes towards the cost of the following materials:
  - (1) Nurse-Family Partnership Orientation and Education Materials.
  - (2) Prenatal, Infancy and Toddler Guidelines (the E-Guidelines).
  - (3) A series of additional nursing practice and Program management resources tied to Program implementation.
- 3. NFP County Annual Program Support. This is an annual fee, which is due on the Effective Date and each contract anniversary date thereafter and is based on the number of funded Nurse Home Visitors per Team. The number of Nurse Home Visitors per Team is the number of funded nurse home visitor positions which will directly serve Clients (whether a position is filled or currently vacant is irrelevant when determining Team size). The fees are consistent per Team regardless of the number of Teams at any location.

This annual fee is billed per each active Team per year and contributes to covering costs associated with the following:

- a) NFP DCS. Services related to third party data collection systems are not covered by this Agreement. Fees for supporting the County's use of third-party data collection systems will be in addition to the NFP County Annual Program Support Fee.
- b) Program Quality System and Reporting. This may include, but is not limited to, Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program reports, Fidelity reports, outcome reports, and other reports that support program quality and Fidelity to the Model.
- c) Ongoing Nurse-Family Partnership Nurse Home Visitor, Nurse Supervisor, and Administrator continuing education (such as the Virtual Learning Environment (VLE) and Community Connects); Nurse Supervisor Onboarding; resource library; conference calls; web forums; Nurse-Family Partnership Community resources; and updating the E-Guidelines, educational materials, and supporting materials.
- d) Marketing and communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).
- e) Policy and government affairs support, including advocacy and educational work at federal and state levels.
- f) Network Management. Holistic partner support for operational and programmatic topics including, but not limited to:
  - (1) Financial trouble shooting;
  - (2) Point of contact and information for Nurse Administrators;
  - (3) Expansion and contraction support;
  - (4) Sustainability planning and advice; and
  - (5) Partnership monitoring, communication, and support.
- g) Nursing Practice Manager. Contributes to costs associated with a Changent Nursing Practice Manager supporting Nurse Supervisors in the following areas:

- (1) Reviewing and interpreting performance and outcomes reports and how to use data to inform and improve nursing practice and Program implementation;
  - (2) Utilizing the County self-assessment to inform site visits and performance discussions;
  - (3) Utilizing the Collaborative Success Plan (CSP) to document goals and actions for continuous improvement efforts. Each Nurse Supervisor should have at least one (1) active CSP goal at all times.
  - (4) Annual site visit. Annual site visits typically alternate between in-person and virtual every other year but can be adjusted at the Nursing Practice Manager's discretion based on Program needs. All County Program staff, including Administrators, Nurse Supervisors, Nurse Home Visitors, and administrative assistants, are expected to participate. Other organizational leaders may choose to participate if desired; and
  - (5) Additional support, as needed.
4. Nurse Supervisor Replacement Fee. A one-time fee is charged for extra support, including Nurse Supervisor Onboarding, when a replacement Nurse Supervisor is hired by an existing Team, and a vacant position is thereby filled.
  5. Team Addition (same location) Fee. A one-time fixed fee is charged for extra support when a Team is added at the same location.
  6. NFPx Annual Support Fee. This fee is charged for Changent's additional cost of providing NFPx Annual Support. This fee is in addition to the NFP County Annual Program Support Fee.
  7. NFPx Education Fees. These fees are charged for Nurse Home Visitors and Nurse Supervisors to attend the education courses designed specifically for nurses serving NFPx families.
- C. Fee prices are subject to change in accordance with Section IV D. below.
- D. All fees are based upon Changent's standard terms of invoicing and payment and include:
1. Start-Up Services Fee (applies to new implementations only) is due upon the Effective Date. No special reporting or documentation is provided with the invoice(s).
  2. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s).
  3. NFP Program County Annual Program Support Fee is invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and is due in thirty (30) days. No special reporting or documentation is provided with the invoice(s).

4. Program Supervisor Replacement Fee is invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s).
  5. Team Addition Fee (same location) is invoiced on the approved Start Date of the new Team. No special reporting or documentation is provided with the invoice(s).
  6. NFPx Annual Support Fee is invoiced on the Effective Date and then annually on the Agreement's anniversary date.
  7. NFPx Education Fees are charged per attendee based on the date the education takes place.
- E. Changent shall invoice County for services provided to County based upon the fee schedule set forth in **Exhibit C, Fees for Changent Services** and **Exhibit C-1, NFPx Initiative Fee Schedule**. Exhibit C and Exhibit C-1 set prices for the next two years of services. Pricing for subsequent years will be provided upon availability. Changent reserves the right to change the fees set forth in Exhibit C during the Term of this Agreement but not more often than annually. Changent will notify County at least one (1) year prior to any such change becoming effective.
- F. Invoices will be sent to:

COUNTY : County of Monterey Health Department  
Attention: Ella Harris, Director of Public Health Nursing  
Address: 1270 Natividad Road  
Salinas, CA 93906  
Telephone: (831)796-1279  
Email: [\\_harrise@countyofmonterey.gov](mailto:_harrise@countyofmonterey.gov)

☐ Please check this box if you would prefer to receive invoices by email

- G. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice to the address below. Upon agreement, payments may be made by electronic funds transfer (EFT).

Nurse-Family Partnership, DBA Changent  
Attention: Finance Department  
1801 California Street, Suite 2400  
Denver, CO 80202

or to: [ar@changent.org](mailto:ar@changent.org)

## V. TERM AND DEFAULT.

- A. Term of Agreement. This Agreement shall remain in full force and effect through May 31, 2029 (the "Term"), unless it is terminated by mutual agreement 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 Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' written notice.

C. Effect of Early Termination.

1. Upon Notice of Termination:

- a. County shall stop enrolling Clients.
- b. County shall use best efforts to ensure that all Clients then enrolled are offered the opportunity to complete the Program with County or transfer to another program. If no other NFP programs operate in the area, County shall use best efforts to facilitate transfer to another suitable program capable of meeting the Clients' needs, if such programs exist.
- c. If such programs exist, County 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). County shall share the communication and the outcome with Changent no more than three (3) days after communication has occurred.
- d. When a new Program to which Clients can be transferred has been identified, County shall work directly with that program's administrator to provide for the optimal transfer of Clients.
- e. When Clients are discharged, County 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 (5) days before discharge (ideally during the last home visit). This provides the Client with enough time to effectively respond to the situation.
- f. If Nurse Home Visitors will lose their jobs due to layoffs, County shall reach out to Changent for support in relocating these nurses to other NFP programs. Changent will help relocate nurses when appropriate and possible.
- g. County shall download all Client treatment/Program records from the NFP DCS so that County can meet its continuing obligation under applicable laws to produce Client records to the Client upon request.

2. Upon the Effective Date of Termination:

- a. County may download its Program data from the NFP DCS until the effective date of termination. Upon the effective date of termination, County will no longer have access to the NFP DCS. Upon request, Changent will provide the County with a data file containing a complete set of the County's Program data.
- b. County will cease implementing the Program and will cease representing that it is implementing the Program.

- D. 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.
- E. 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 VI.

## **VI. 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 through progressive levels of decision making 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, either Party may initiate dispute resolution through any avenue permitted in law or in equity.

## **VII. LIABILITY.**

- A. Each Party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law.
- B. No liability hereunder shall result to a Party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the Party, provided, however, that this provision shall not relieve such Party of its obligation to use reasonable care in preventing and/or mitigating the effects of the force majeure event.

## **VIII. 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 Chagent's prior written consent. County may not enter contracts or funding arrangements that link Program implementation performance to repayment of funding and name the Program as the targeted service without Chagent's prior written consent. County may not engage or utilize the services of any subcontractor to perform any of County's obligations hereunder without Chagent's prior written consent. If County engages a Subcontractor(s) to perform any of County's obligations, County shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on County by this Agreement.



## IX. 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. If consent or approval is required by an employee of a Party, the Party who employs such employee shall use at least commercially reasonable efforts to cause the employee to give or withhold such consent or approval in accordance with this paragraph. If no response is received by the requesting Party within ten business days after delivery of the applicable request, consent shall be deemed given.
- 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 Changent:**

Original to:  
Nurse-Family Partnership DBA Changent  
1801 California Street, Suite 2400  
Denver, CO 80202  
Attention: Chief Financial Officer  
Email: CFO@changent.org

With a copy to:  
Nurse-Family Partnership DBA Changent  
1801 California Street, Suite 2400  
Denver, CO 80202  
Attention: Contracts and Risk Management  
Email: Support@changent.org

### **For County :**

Original to: County of Monterey Health  
Department  
Public Health Bureau  
Attention: Edward L. Moreno MD, MPH,  
Health Office and Director of Public Health  
1270 Natividad Road  
Salinas, CA 93906  
Telephone: (831)755-4585  
Email: morenoel@countyofmonterey.gov

With a Copy to: County of Monterey Health  
Department  
Public Health Bureau  
Attention: Ella Harris, Director of Public  
Health Nurses  
1270 Natividad Road  
Salinas, CA 93906  
Telephone: (831)796-1279  
Email: harrise@countyofmonterey.gov

or to such other address as such Party may have given to the other by notice pursuant to this Paragraph. Notice shall be deemed given on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier or by confirmation of email.

- 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.

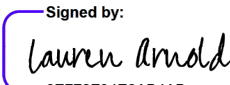
- D. Waivers. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed; and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach 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. Attorneys' Fees. If a Party commences any action or proceeding against another Party in order to enforce the provisions of this Agreement, or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the prevailing Party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.
- J. 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 the other 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.
- K. Severability. If any term or provision of this Agreement is, to any extent, 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.
- L. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of California.

- M. Survival. The terms and conditions of this Agreement will 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.
- N. Counterparts and Electronic 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. Electronic signatures shall be deemed original and binding upon the Party against whom enforcement is sought.
- P. Audits. Changent is a vendor providing services to support the County's Program implementation. The County pays Changent for these services at an agreed-upon rate, on a fee-for-service basis. Changent grants County a right to audit, with reasonable notice, only records that are directly related to determining that fees paid by County to Changent 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 the Parties.

The Parties have executed this Agreement as of the date below by their authorized representatives.

**For Changent:**

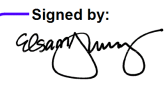
**Nurse-Family Partnership DBA Changent**

Signed by:  
  
 By: 6E778F94E8AB4AB...  
 Signature  
 Lauren Arnold  
 Interim Chief Financial Officer

Date: 3/19/2026

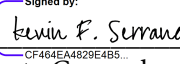
**For County :**

**County of Monterey**

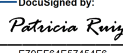
Signed by:  
  
 By: C7A30BA59CA8423...  
 Signature  
 Elsa Mendoza Jimenez, Director of  
 Health Services

Date: 5/19/2026 | 11:17 AM PDT

Approved as to Form

Signed by:  
  
 By: CF464EA4829E4B5... Date: 4/8/2026 | 9:24 AM PDT  
 County Counsel

Approved as to Fiscal Provisions

DocuSigned by:  
  
 By: E79EF645E7454F6... Date: 4/8/2026 | 10:13 AM PDT  
 Auditor Controller

Updated 2.13.2026

## Exhibit A - Nurse-Family Partnership® Model Elements

Revised June 2025

- Element 1 Client participates voluntarily in the Nurse-Family Partnership program.
- Element 2 Client is a first-time expectant parent.
- Element 3 At enrollment, clients are affected by at least one risk factor in category 1 and one risk in category 2 below:
  - 1. Socioeconomic inequity, limited financial resources or under 18 years of age;  
and
  - 2. Health inequity, risk factors for poor key health outcomes.
- Element 4 Client is enrolled in the program early in pregnancy and receives the first home visit by no later than the end of the 28th week of pregnancy.
- Element 5 One client is present at a visit.
- Element 6 Client is visited in the home as defined by the client, or in a location of the client's choice.
- Element 7 Client is visited throughout their pregnancy and the first two years of the child's life in accordance with a planned or recommended visit schedule based on assessment of client need and agreed upon between the client, nurse home visitor and supervisor.
- Element 8 Nurse home visitors are registered nurses with an Associate Degree in Nursing or higher. Nurse supervisors are registered nurses with a Bachelor's Degree at minimum, Master's Degree preferred. Both have an active RN license, complete required NFP education and demonstrate strong interpersonal skills through their application of nursing process, professional judgment, and theoretical frameworks (Self-Efficacy, Human Ecology, and Attachment). They utilize screening tools, assessments, and NFP Visit-to-Visit Guidelines to individualize care across program domains according to each family's needs.
- Element 9 Nurse home visitors and nurse supervisors participate in and complete all education required by Changent. In addition, a minimum of one current Nurse-Family Partnership administrator participates in and completes the administration orientation required by Changent.
- Element 10 A 1.0 FTE nurse home visitor carries a caseload of 21 to 25 active clients.
- Element 11 Nurse-Family Partnership implementing partner organizations are required to employ an NFP nurse supervisor at all times.
- Element 12 Nurse supervisors provide nurse home visitors clinical reflective supervision, demonstrate integration of the model components, and facilitate professional development essential to the nurse home visitor role through specific supervisory activities including one-to-one clinical reflective supervision, case conferences, team meetings and field supervision.
- Element 13 Nurse home visitors and nurse supervisors collect data as specified by the NFP program and ensure that data are accurately entered into the NFP data collection system in a timeframe aligned with NFP data requirements. Nurse

Updated 2.13.2026

home visitors and nurse supervisors use data and NFP reports to assess and guide program implementation, enhance program quality, demonstrate program integrity, and inform clinical practice and supervision.

Element 14 Nurse-Family Partnership Implementing Partner Organizations are well-positioned to understand community needs and collaborate with local stakeholders and community members to deliver responsive services.

## **EXHIBIT B. CHANGENT SUPPORT FOR COUNTY**

To help the County implement the Program with Fidelity to the Model, Changent provides the following support:

- I. Changent provides support to help the County prepare to implement the Program including:
  - A. The NFP Implementation Manual;
  - B. An NFP DCS users' manual, which provides instructions describing what data must be collected, how that data must be entered into NFP DCS, and how reports can be obtained. Changent may modify the NFP DCS users' manual from time to time and will provide the County updated versions on a timely basis;
  - C. Access to an Internet-based discussion forum with other entities that are implementing the Program; and
  - D. A visit to the County by a member of Changent's staff to offer direct consultation on Program implementation.
- II. Changent provides ongoing virtual support during Program implementation and operation, including:
  - A. Consultation on topics such as developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
  - B. A primary and dedicated point of contact for the Administrator;
  - C. Program implementation consultation for Nurse Supervisors and Nurse Home Visitors;
  - D. Consultation on data collection, entry, management, and interpretation; and
  - E. On-site consultation as mutually deemed necessary and appropriate.
- III. Changent provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations. Changent 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 County of such modifications on a timely basis.
- IV. Changent provides education for Nurse Supervisors, Nurse Home Visitors and Administrators at dates and locations to be determined by Changent. 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. Implementing the Program using the NFP E-Guidelines and associated tools and materials;
  - D. Knowledge and skills needed by the Nurse Supervisor for proper Program delivery; and
  - E. Other aspects of the Program that Changent believes are warranted for successful Program implementation.

- V. Changent provides E-Guidelines and other materials to help Nurse Supervisors and Nurse Home Visitors implement the Program with Fidelity to the Model. Changent may modify the E-Guidelines from time to time and will provide the County with updated versions on a timely basis.
- VI. Changent provides support for the County's use of the NFP DCS, including:
  - A. Monitoring the County's data collection and entry activity and quality and providing feedback to the County as appropriate;
  - B. Maintaining and supporting NFP DCS software;
  - C. Upgrading NFP DCS software when Changent deems necessary; and
  - D. Technical assistance via telephone or e-mail to support the County's use of the NFP DCS.
- VII. Changent provides implementation reports and evaluation reports at such times as Changent deems commercially reasonable and necessary to meet needs of the County and entities to which the County may be obligated to provide such information. Subject to applicable federal and state laws, such reports cover:
  - A. County activity. Reports designed primarily for Nurse Supervisors and Nurse Home Visitors to help them manage Nurse Home Visitor activity.
  - B. Quality improvement. Reports aimed at improving Fidelity to the Model, including reports designed (i) to assist Nurse Supervisors and Nurse Home Visitors identify and prioritize actions for improving Program outcomes, and (ii) to help Changent staff assess how County is performing with respect to Fidelity to the Model.
  - C. Program outcomes. Reports designed to help Nurse Supervisors and funding decision makers assess the effectiveness of the Program, as applied to County's particular circumstances.
  - D. These reports are available on a pre-defined schedule or from the NFP DCS Website on demand. Changent may modify the Program Reports from time to time.
- VIII. Changent will provide artwork and color and usage guidelines to help County 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 Changent.
- IX. Changent will periodically assess the extent to which the County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for the County to improve its results by strengthening Fidelity to the Model, Changent staff will meet with the County's Nurse Supervisor(s) and staff and mutually develop a Collaborative Success Plan ("CSP"). From time to time, Changent may engage either internal or external auditors to evaluate the County's performance. County shall cooperate fully with any quality audit that is undertaken by or on behalf of Changent.
- 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 Changent and County's

throughout the life span of Program implementation and is updated at least annually. The CSP operates as follows:

- A. The goal of the CSP is to support 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's Program life cycle. 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. County and the Chagent Nursing Practice Manager collaborate to create a CSP with action items that include both Chagent and County responsibilities.
- B. A CSP serves as a tool for both Parties to monitor progress towards mutually agreed upon areas for growth and to ensure that Chagent is providing adequate support to enable County 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 Parties. Progress on goals will be assessed regularly during consultation calls.
- C. After a CSP is finalized, Chagent will provide the County 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. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES**

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

| Section 1: Start-Up Fee (If Applicable)                                                                                |            |             |                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------|------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Start-Up Fee (Invoiced on the Effective Date of this Agreement; Billed <b>Only One Time</b> at Initial Implementation) |            |             |                                                                                                                                                                                                   |
| Description                                                                                                            |            | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| Start-Up Services                                                                                                      | CY 2026    | \$35,819.00 | One time per location                                                                                                                                                                             |
| Start-Up Services                                                                                                      | CY 2027    | \$36,894.00 | One time per location                                                                                                                                                                             |
| Section 2: Education Fees                                                                                              |            |             |                                                                                                                                                                                                   |
| Nurse Home Visitor Education Fee (Invoiced upon completion of in-person or virtual training session)                   |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$5,853.00  | Per NHV or Program Supervisor Attendee<br>(Education Prices are based on the <b>calendar year</b> )                                                                                               |
| 1/1/2027                                                                                                               | 12/31/2027 | \$6,029.00  |                                                                                                                                                                                                   |
| Program Supervisor Initial Education Fee (Invoiced upon completion of in-person or virtual training session)           |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$1,059.00  | Per Program Supervisor Attendee<br>(Price is based on the <b>calendar year</b> )                                                                                                                  |
| 1/1/2027                                                                                                               | 12/31/2027 | \$1,091.00  |                                                                                                                                                                                                   |
| Program Supervisor Abbreviated NHV Education Fee (Invoiced upon completion of in-person or virtual training session)   |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$920.00    | Per Program Supervisor Attendee<br>(Price is based on the <b>calendar year</b> )<br>(Available to recently promoted Program Supervisors who<br>have taken NHV Education within the last 2 years.) |
| 1/1/2027                                                                                                               | 12/31/2027 | \$947.00    |                                                                                                                                                                                                   |
| Administrator Standard Education Fee (Invoiced upon completion of in-person or virtual training session)               |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$692.00    | Per Administrator Attendee<br>(Price is based on the <b>calendar year</b> )                                                                                                                       |
| 1/1/2027                                                                                                               | 12/31/2027 | \$713.00    |                                                                                                                                                                                                   |
| Nursing Practice Overview Fee (Invoiced upon completion of in-person or virtual training session)                      |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$323.00    | Per Administrator Attendee<br>(Price is based on the <b>calendar year</b> )                                                                                                                       |
| 1/1/2027                                                                                                               | 12/31/2027 | \$333.00    |                                                                                                                                                                                                   |
| NHV Educational Materials Fee (Invoiced upon completion of in-person or virtual training NHV education session)        |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$743.00    | Per NHV or Program Supervisor Attendee<br>(Price is based on the <b>calendar year</b> )                                                                                                           |
| 1/1/2027                                                                                                               | 12/31/2027 | \$765.00    |                                                                                                                                                                                                   |
| Section 3: Replacement, Expansion, and Optional Fees                                                                   |            |             |                                                                                                                                                                                                   |
| Program Supervisor Replacement Fee (Invoiced at the time of occurrence)                                                |            |             |                                                                                                                                                                                                   |
| Price Effective Date                                                                                                   | End Date   | Unit Price  | Unit of Measure                                                                                                                                                                                   |
| 1/1/2026                                                                                                               | 12/31/2026 | \$3,896.00  |                                                                                                                                                                                                   |

Updated 2.13.2026

|                                                                                                             |            |             |                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------|------------|-------------|--------------------------------------------------------------------------------------------------------------------|
| 1/1/2027                                                                                                    | 12/31/2027 | \$4,013.00  | One time per Replacement of Program Supervisor<br>per Occurrence                                                   |
| Team Addition Expansion Fee (Invoiced at the time of occurrence)                                            |            |             |                                                                                                                    |
| Price Effective Date                                                                                        | End Date   | Unit Price  | Unit of Measure<br><br>One time per Expansion per Occurrence per Team                                              |
| 1/1/2026                                                                                                    | 12/31/2026 | \$22,696.00 |                                                                                                                    |
| 1/1/2027                                                                                                    | 12/31/2027 | \$23,377.00 |                                                                                                                    |
| Section 4: Annual Fees                                                                                      |            |             |                                                                                                                    |
| NFP Network Partner Annual Program Support Fee per team<br>(Invoiced annually on Contract Anniversary Date) |            |             |                                                                                                                    |
| Price Effective Date                                                                                        | End Date   | Unit Price  | Unit of Measure                                                                                                    |
|                                                                                                             |            |             | Annual per first team per year<br>(The fee total is based on the number<br>of funded Nurse Home Visitors per team) |
| Two NHV Team                                                                                                | 1/1/2026   | 12/31/2026  | \$22,908.00                                                                                                        |
| Two NHV Team                                                                                                | 1/1/2027   | 12/31/2027  | \$23,595.00                                                                                                        |
| Three NHV Team                                                                                              | 1/1/2026   | 12/31/2026  | \$24,084.00                                                                                                        |
| Three NHV Team                                                                                              | 1/1/2027   | 12/31/2027  | \$24,807.00                                                                                                        |
| Four NHV Team                                                                                               | 1/1/2026   | 12/31/2026  | \$25,272.00                                                                                                        |
| Four NHV Team                                                                                               | 1/1/2027   | 12/31/2027  | \$26,030.00                                                                                                        |
| Five NHV Team                                                                                               | 1/1/2026   | 12/31/2026  | \$26,736.00                                                                                                        |
| Five NHV Team                                                                                               | 1/1/2027   | 12/31/2027  | \$27,538.00                                                                                                        |
| Six NHV Team                                                                                                | 1/1/2026   | 12/31/2026  | \$27,984.00                                                                                                        |
| Six NHV Team                                                                                                | 1/1/2027   | 12/31/2027  | \$28,824.00                                                                                                        |
| Seven NHV Team                                                                                              | 1/1/2026   | 12/31/2026  | \$28,980.00                                                                                                        |
| Seven NHV Team                                                                                              | 1/1/2027   | 12/31/2027  | \$29,849.00                                                                                                        |
| Eight NHV Team                                                                                              | 1/1/2026   | 12/31/2026  | \$30,192.00                                                                                                        |
| Eight NHV Team                                                                                              | 1/1/2027   | 12/31/2027  | \$31,098.00                                                                                                        |

## **Exhibit C-1**

### **NFPx Fee Schedule**

*Changent is an independent nonprofit organization that exists to license and help replicate the NFP program and the NFPx Initiative. Changent provides research and education and supports implementation and improvements to ensure the model continues to produce positive results for moms, babies, families, and communities in a rapidly changing society. As an independent nonprofit, Changent receives no ongoing government funding for the NFP or NFPx programs or Changent. And although Changent helps obtain and sustain funding that implementing partner organizations receive to implement the program, such as MIECHV, it does not directly receive any of those funds. Fees represent a way for implementing partner organizations to contribute to the overall shared costs of the NFP and NFPx model they implement.*

Fees will be assessed based on Changent's Fee Schedule in effect at the time when charges are incurred. Established Fee Schedules are outlined below.

#### **EDUCATIONFEES**

Education courses are required for all new nurses and nurse supervisors who will be serving NFPx Families.

- Fees are charged per attendee.
- Required materials are included in the fees.

| <b>NFPx (expanded eligibility) Education</b> | <b>Recipient</b>                    | <b>CY2026</b> | <b>CY2027</b> |
|----------------------------------------------|-------------------------------------|---------------|---------------|
| Serving Late Registrants                     | Nurse Home Visitors and Supervisors | \$295         | \$304         |
| Serving Multiparous Parents for NHVs         | Nurse Home Visitors                 | \$1,477       | \$1,521       |
| Serving Multiparous Parents for Supervisors  | Supervisors                         | \$1,477       | \$1,521       |

#### **NFPx ANNUAL SUPPORT FEES**

- NFPx support fees are charged annually per Team, for any Team with nurses authorized by Changent to participate in NFPx.
- The initial NFPx support fees will be assessed at the start of the service. The next billing will occur on the original Implementation Agreement anniversary date annually.
- These fees are assessed annually based on the number of NFP Nurse Home Visitor (NHV) positions per Team authorized to participate in NFPx as part of the NFP program. All NFP NHV positions are included when determining Team size, regardless of whether a position might be temporarily vacant or filled by a nurse on a leave of absence. A Team is defined as a single Nurse Supervisor and up to 8 NFP NHVs reporting to that supervisor. The Nurse Supervisor is not counted when determining Team size.

| <b>Team Size</b> | <b>01/01/2026 -<br/>12/31/2026</b> | <b>01/01/2027 -<br/>12/31/2027</b> |
|------------------|------------------------------------|------------------------------------|
| 2 NHV Team       | \$ 3,585                           | \$ 3,693                           |

|            |          |          |
|------------|----------|----------|
| 3 NHV Team | \$ 3,732 | \$ 3,844 |
| 4 NHV Team | \$ 3,881 | \$ 3,997 |
| 5 NHV Team | \$ 4,028 | \$ 4,149 |
| 6 NHV Team | \$ 4,181 | \$ 4,306 |
| 7 NHV Team | \$ 4,328 | \$ 4,458 |
| 8 NHV Team | \$ 4,476 | \$ 4,610 |

Fees for time periods after those indicated above will be based on NFP's current fee schedule at the time of assessment. Please note that all NFPx education and support fees are incremental and not in lieu of any regular fees.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective June 1, 2026 to May 31, 2029 (“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 DBA Changent (“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.

(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

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; and

(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

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.

**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 DBA Changent  
 Attn: Chief Financial Officer  
1801 California Street, Suite 2400  
Denver , CO 80202  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: CFO@changent.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. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

| Unique Patients  | Coverage     |
|------------------|--------------|
| Less than 12,001 | \$2,000,000  |
| 12,001 – 30,000  | \$3,000,000  |
| 30,001 – 60,000  | \$5,000,000  |
| More than 60,000 | \$10,000,000 |

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

available to the Covered Entity. 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.

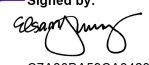
**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered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

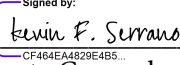
**COVERED ENTITY**

|                                                                                                                                                               |                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| By: <div><div>Signed by:</div><div></div><div>6E778F94E8AB4AB...</div></div> | By: <div><div>Signed by:</div><div></div><div>C7A30BA59CA8423...</div></div> |
| Print Name <u>Lauren Arnold</u>                                                                                                                               | Print Name: <u>Elsa Mendoza Jimenez</u>                                                                                                                        |
| Print Title <u>Interim Chief Financial Officer</u>                                                                                                            | Print Title: <u>Director of Health Services</u>                                                                                                                |
| Date: <u>3/19/2026</u>                                                                                                                                        | Date: <u>5/19/2026   11:17 AM PDT</u>                                                                                                                          |

Approved as to Form

By: 

Signed by:



CF464EA4829E4B5...

 Date: 4/8/2026 | 9:24 AM PDT  
County Counsel

### **EXHIBIT E. COUNTY RESPONSIBILITIES**

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

- I. County shall:
  - A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
  - B. Set up and maintain an appropriate workspace for staff who are to implement the Program;
  - C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
  - D. Recruit, hire, and retain the appropriate number of Nurse Supervisors, Nurse Home Visitors, Administrators, administrative support staff;
  - E. Establish, maintain, keep current, and improve its network of Client referral sources;
  - F. Enroll Clients who 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 Clients;
  - H. Work with media to ensure timely and accurate communication to the public about the Program and the County's implementation;
  - I. Inform the community and build support for County, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
  - J. Establish and maintain strong, stable, and sustainable funding for Program operations and seek new funding streams to sustain and expand the Program; and
  - K. Utilize Chagent's internet-based discussion forum to share learning with other entities that are implementing the Program.
- II. County shall keep Chagent informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.
- III. County shall ensure that all Administrators, Nurse Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by Chagent, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by Chagent in its reasonable discretion.
- IV. County shall ensure that no Nurse Home Visitor is assigned a caseload or makes a Client visit, except in the company of a Chagent-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 Program implementation.
- V. County shall implement the Program in accordance with the E-Guidelines, including:



- A. Enrolling between 21 and 25 Clients per full-time Nurse Home Visitor within nine months of beginning implementation and making best efforts to maintain that level of enrollment on an ongoing basis;
  - B. Ensuring that each full-time Nurse Home Visitor carries a caseload of between 21 and 25 active families; and
  - C. Ensuring that Nurse Home Visitors address essential Program content as described in the E-Guidelines.
- VI. County may not expand the number of Nurse Home Visitors without Changent's prior written approval. When planning to increase the number of Nurse Home Visitors, the County shall email [programdevelopment@changent.org](mailto:programdevelopment@changent.org) and Changent will inform the County of the process and requirements.
- VII. County shall ensure the availability of appropriate, fully functioning computer systems and software to use the NFP DCS and to communicate with Changent by email.
- VIII. County shall ensure that Nurse Supervisors and Nurse Home Visitors (a) collect required Client visit data and enter it into the NFP DCS completely and accurately within five (5) business days of the Client visit, and (b) enter any other data into the 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, consents and agreements for data analysis and disclosure of PHI in accordance with the HIPAA Rules, as amended. The County 's failure to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- IX. County shall ensure that Nurse 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 reflective supervision, preferably in person, but remotely where travel constraints limit the NHV's or Nurse Supervisor's 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.
- X. County shall ensure that Administrators:
- A. Appropriate support the Team;
  - B. Review annual outcome and Fidelity measures to assess the status of Program implementation;
  - C. Review capacity and sustainability regularly;

- D. Take advantage of Changent's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to Changent's offices for additional training;
  - E. Make best efforts to support the 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.
- XI. If a situation arises in which County has no openings available for Client enrollment and is maintaining a waiting list, while another NFP program is simultaneously operating in the same geographical location and has openings, then, in accordance with the goal of providing Program Benefits for the maximum number of eligible families, County shall cooperate with the other NFP program and will refer those unenrolled families for enrollment.
- XII. The County shall develop a CAB 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 the County's Program implementation.