AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND THE NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

THIS AMENDMENT NO. 1 to the Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "Network Partner" or "County"), and **Nurse-Family Partnership**, a Colorado nonprofit corporation (hereinafter referred to as "NFP" or "CONTRACTOR") with respect to the following.

WHEREAS, on January 12, 2024, County and CONTRACTOR entered into Agreement in the amount of \$200,000.00 for the term June 1, 2023, through May 31, 2026, with automatic renewal of the Agreement on each 1st for successive one-year periods, for the purpose of implementing the Nurse-Family Partnership Program.

WHERAS County wishes to participate in NFPx (the "Initiative"), which incorporates 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 Initiative. The 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, and their baby through the child's second birthday, by providing prenatal and early childhood nurse home visiting services; and

WHEREAS, County wishes to participate in the Initiative in accordance with the Agreement and the additional terms set forth in this Amendment No. 1; and

WHEREAS, CONTRACTOR desires to support the County's participation in the Initiative; and

WHEREAS, County and CONTRACTOR wish to memorialize the mechanisms and means by which County shall implement the Initiative during the Initiative, and CONTACTOR shall support such implementation; and

WHEREAS, County and CONTRACTOR wish to increase the funds by \$14,000 for a total aggregate amount not to exceed \$214,000.00; and update Exhibit C Fee, Schedule and Exhibit D, Business Associate Agreement.

NOW THEREFORE, County and CONTRACTOR hereby agree as follows:

1. Section III, "Network Partner Obligations", shall be amended to include the following additional County obligations as a new Section III, (L)

"County agrees as part of the CONTRACTOR'S NFPx Initiative to: <u>Amendment No.1 NFP</u> Term: <u>June 1, 2023, to May 31, 2026</u> NTE: \$214,000.00

- a. Complete NFPx education, required by NFP, prior to enrollment of NFPx families.
- b. Implement the Initiative in accordance with guidance from NFPx Education sessions.
- c. Participate in the NFPx Community of Practice.
- d. Participate in data gathering (usage of NFPx forms, interviews, focus groups, surveys, etc.); as requested.
- e. Collaborate with NFP on future planning based on data and practice.

The County and CONTRACTOR agree that NFP, using reasonable judgement, may discontinue offering enrollment to late enrollments and/or multiparous clients. If NFP does discontinue this offering it will give the County 60 day advance notice to stop enrolling new NFPx clients; however, continuation of services to current families would be permitted."

The County will be able to complete the additional obligations listed in Section III (L) as long as CONTRACTOR continues to provide the support outlined in Section II 'NFP OBLIGATIONS; RIGHTS", of the Agreement.

- 2. Exhibit D, "Business Associate Agreement," shall be amended by removing "Exhibit D Business Associate Agreement" and replacing it with the attached amendment updated "Exhibit D-1, Business Associate Agreement" attached to this Amendment No. 1. All reference in the Agreement to Exhibit D, Business Associate Agreement shall be construed to refer to the attached and updated Exhibit D-1, Business Associate Agreement.
- 3. Section V, "FEES AND PAYMENT", shall be amended by removing "The total amount to be paid by Network Partner under this Agreement shall not exceed \$200,000.00" And replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$214,000.00."
- 4. Section V, "FEES AND PAYMENT", shall also be amended to include and add paragraph H as follows:

"County will pay for participation in the NFPx Initiative in accordance with the fee schedule attached hereto as Exhibit C-1 and incorporated by reference."

Exhibit C, "Fees For Nurse-Family Partnership Services," shall be amended by removing "Exhibit C. Fees For Nurse-Family Partnership Services" and replacing it with the attached amendment updated "Exhibit C-1, NFPx Fee Schedule" attached to this Amendment No. 1. All reference in the Agreement to Exhibit C, Fees For Nurse-Family Partnership Services shall be construed to refer to the attached and updated Exhibit C-1, Fees for Nurse-Family Partnership and NFPx Fee Schedule.

5. Except as provided herein, all remaining terms, conditions, and provisions of the

<u>Amendment No.1 NFP</u> Term: <u>June 1, 2023, to May 31, 2026</u> NTE: \$<u>214,000.00</u> Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

6. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by County on January 12, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			
	Contracts/Purchasing Officer		Nurse-Family Partnership
Date:			Contractor's Business Name*
By:		By:	Charlotte Min-Harris
	Department Head (if applicable)		(Signature of Chair, President, or Vice-
Date:			President) * Charlotte Min-Harris
Date.			President & CEO
By:			Name and Title
	Board of Supervisors (if		
	applicable)		3/27/2025
Date:		Date:	
Approved	as to Form ¹		
Appioved	DocuSigned by:		DocuSigned by:
By:	kevin Serrano	By:	Julia Tiska
	CF464EA4829E485 Counsel	·	
Date:			(Signature of Secretary, Asst. Secretary,
	4/3/2025 3:04 PM PDT		CFO, Treasurer or Assistant Treasurer)*
			Julia Teska
Approved	as to Fiscal Provisions ²		CFO
	Patricia Ruiz		Name and Title
By:			3/26/2025
Date:	Auditor/Controller 4/4/2025 9:57 AM PDT	Date:	
Date			
Approved	as to Liability Provisions ³		
By:			
-			

Risk Management

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

<u>Amendment No.1 NFP</u> Term: <u>June 1, 2023, to May 31, 2026</u> NTE: <u>\$214,000.00</u>

EXHIBIT C-1. FEES FOR NURSE-FAMILY PARTNERSHIP SERVICES

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

Nurse Home Visitor Education F	ee (Invoiced up	on completion of i	n-person or virtual training session)
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2023	12/31/2023	\$5,412.00	Per NHV or Program Supervisor Attendee
1/1/2024	12/31/2024	\$5,683.00	(*Beginning 1/1/2022, price is based on the calendar year
1/1/2025	12/31/2025	\$5,967.00	
			in-person or virtual training session)
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2023	12/31/2023	\$979.00	Per Program Supervisor Attendee
1/1/2024	12/31/2024	\$1,028.00	(*Beginning 1/1/2022, price is based on the calendar year
1/1/2025	12/31/2025	\$1,079.00	
			etion of in-person or virtual training session)
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2023	12/31/2023	\$850.00	Per Program Supervisor Attendee
1/1/2024	12/31/2024	\$893.00	(*Beginning 1/1/2022, price is based on the calendar year
1/1/2025	12/31/2025	\$938.00	
		•	n of in-person or virtual training session)
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2023	12/31/2023	\$640.00	Per Administrator Attendee
1/1/2024	12/31/2024	\$672.00	(*Beginning 1/1/2022, price is based on the calendar year
1/1/2025	12/31/2025	\$706.00	
			completion of in-person or virtual training session)
Price Effective Date*	End Date	Unit Price	Unit of Measure
1/1/2023	12/31/2023	\$299.00	Per Administrator Attendee
1/1/2024	12/31/2023	\$314.00	(*Beginning 1/1/2022, price is based on the calendar year
1/1/2025	12/31/2025	\$329.00	
			erson or virtual training NHV education session)
Price Effective Date*	End Date	Unit Price	Unit of Measure
		-	Per NHV or Program Supervisor Attendee
1/1/2023	12/31/2023	\$687.00	(*Beginning 1/1/2022, price is based on the calendar year
1/1/2024	12/31/2024	\$721.00	
1/1/2025	12/31/2025	\$757.00	
Program Supervisor Replaceme	nt Fee (Invoiced	l at the time of oc	currence)
Price Effective Date	End Date	Unit Price	Unit of Measure
6/1/2023	5/31/2024	\$3,566.00	One time per Replacement of Program Supervisor
6/1/2023	5/31/2024	\$3,783.00	per Occurrence
6/1/2025	5/31/2025	\$3,896.00	(Price is set on contract anniversary date)

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Price Effective Date	End Date	Unit Price	Unit of Measure				
6/1/2023	5/31/2024	\$20,374.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)				
6/1/2024	5/31/2025	\$22,035.00					
6/1/2025	5/31/2026	\$22,696.00					
Regional Expansion Fee (Invoic	Regional Expansion Fee (Invoiced at the time of occurrence)						
Price Effective Date	End Date	Unit Price	Unit of Measure				
6/1/2023	5/31/2024	\$25,468.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)				
6/1/2024	5/31/2025	\$27,543.00					
6/1/2025	5/31/2026	\$28,369.00					

Section II: Annual Fees						
NFP Network Partner Annu (Invoiced annually on the Price		t Fee <i>per team</i>				
Price Effective Date	End Date	Unit Price	Unit of Measure			
			Annual per first team per year (The fee total is based on the number of funded Nurse Home Visitors per team)			
Two NHV Team 6/1/2023	3 5/31/2024	\$20,568.00				
Two NHV Team 6/1/2024	4 5/31/2025	\$22,248.00				
Two NHV Team 6/1/2028	5 5/31/2026	\$22,908.00				
Three NHV Team 6/1/202	3 5/31/2024	\$21,420.00				
Three NHV Team 6/1/202	4 5/31/2025	\$23,388.00	(Price is set on contract anniversary date)			
Three NHV Team 6/1/202	5 5/31/2026	\$24,084.00				
Four NHV Team 6/1/2023	5/31/2024	\$22,260.00				
Four NHV Team 6/1/2024		\$24,528.00				
Four NHV Team 6/1/2025		\$25,272.00				
Five NHV Team 6/1/2023	3 5/31/2024	\$23,112.00				
Five NHV Team 6/1/2024	¹ 5/31/2025	\$25,956.00				
Five NHV Team 6/1/202		\$26,736.00				
Six NHV Team 6/1/2023	3 5/31/2024	\$23,964.00				
Six NHV Team 6/1/2024		\$27,168.00				
Six NHV Team 6/1/202		\$27,984.00				
Seven NHV Team 6/1/2023	3 5/31/2024	\$24,816.00				
Seven NHV Team 6/1/2024		\$28,128.00				
Seven NHV Team 6/1/202		\$28,980.00				
Eight NHV Team 6/1/202		\$25,668.00				
Eight NHV Team 6/1/202		\$29,316.00				
Eight NHV Team 6/1/202		\$30,192.00				

Exhibit C-1 NFPx Fee Schedule

The National Service Office (NSO) for Nurse-Family Partnership and Child First is an independent nonprofit organization that exists to license and help replicate the NFP program and the NFPx Initiative. The NSO 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, the NSO receives no ongoing government funding for the NFP or NFPx programs or the NSO. And although the NSO helps obtain and sustain funding that network partners receive to implement the program, such as MIECHV, it does not directly receive any of those funds. Fees represent a way for network partners to contribute to the overall shared costs of the NFP and NFPx model they implement.

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

EDUCATION FEES

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.

NFPx (expanded eligibility) Education	Recipient	CY2024	CY2025	CY2026
Serving Late Registrants	Nurse Home Visitors and Supervisors	\$278	\$286	\$295
Serving Multiparous Parents for NHVs	Nurse Home Visitors	\$1,392	\$1,434	\$1,477
Serving Multiparous Parents for Supervisors	Supervisors	\$1,392	\$1,434	\$1,477

NFPx ANNUAL SUPPORT FEES

- NFPx support fees are charged annually per Team, for any Team with nurses authorized by NSO to participate in NFPx.
- Updated NFPx support fees will be assessed at the new rate beginning July 1, 2024. 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.

Team Size	07/01/2024 - 12/31/2024			/01/2025 - 2/31/2025	01/01/2026 - 12/31/2026	
	6	2 270	6	2 4 9 0	\$	
2 NHV Team	\$	3,379	\$	3,480	3,585 \$	
3 NHV Team	\$	3,518	\$	3,624	3,732	
					\$	
4 NHV Team	\$	3,658	\$	3,768	3,881	
					\$	
5 NHV Team	\$	3,797	\$	3,911	4,028	
					\$	
6 NHV Team	\$	3,941	\$	4,059	4,181	

7 NHV Team	\$ 4,080	\$ 4,202	\$ 4,328	
8 NHV Team	\$ 4,219	\$ 4,346	\$ 4,476	

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.