

Nurse-Family Partnership Implementation Agreement County of Humboldt

This Agreement ("Agreement"), for the period July 1, 2025 (the "Effective Date") through June 30, 2028, is by and between County of Humboldt, a Political Subdivision of the State of California ("**Network Partner**") and Nurse-Family Partnership, d/b/a Changent, a Colorado nonprofit corporation ("**NFP**"), sometimes hereafter referred to as "Party" individually or "Parties" collectively.

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 low-income, first-time mothers and their children ("**Program Benefits**").

Whereas the Program Benefits can be described generally as helping low-income, first-time mothers develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

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

Whereas Network Partner desires and intends to implement the Program to serve low-income, first-time mothers in Network Partner's geographic area and to represent itself to the public and be known to the public as being affiliated with the Nurse-Family Partnership Program.

Whereas NFP desires and intends to operate in the best interests of mothers and children and to guide and support the Program implementation process in a manner that will help the Network Partner obtain Program Benefits for the mothers and children that Network Partner serves.

Whereas, Network Partner has chosen to participate in NFP's Expanded Eligibility Initiative known as **NFPx** (the "NFPx Initiative"), 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, and their baby through the child's second birthday, by providing prenatal and early childhood nurse home visiting services.

Whereas, the Parties have an existing agreement with an original term of July 1, 2021, through June 30, 2024, with a subsequent amendment extending the end date an additional year, to June 30, 2025, and wish to replace that agreement with this new Agreement.

Accordingly, the Parties wish to enter into this Agreement to memorialize the mechanisms and means by which Network Partner shall implement the Program and NFP shall support such implementation. The Parties intend to remain in a contractual relationship for the period described in Section V herein and thereafter, so long as funding is available to both Parties for this purpose.

AGREEMENT

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

I. DEFINITIONS.

A. Agreement-Specific Definitions. In addition to terms defined above and elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1. "NFP Data Collection System" or "NFP DCS" means the software system that NFP makes available to Network Partner, into which designated, NFP-approved Network Partner personnel enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results.
2. "Administrator" means a person with fiscal and quality oversight, operational coordination responsibilities, and/or evaluation responsibility for the Program's management.
3. "Client" means a low-income, first-time mother who is enrolled in the Program implemented by Network Partner. Clients who participate in the optional NFPx Initiative can be multiparous and are also allowed late enrollment.
4. "Effective Date" means the date first noted above and upon which this Agreement becomes effective.
5. "Fidelity to the Model" means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in Research.
6. "Electronic Visit-to-Visit Guidelines" or "E-Guidelines" means NFP's written guidance for how a Nurse Home Visitor schedules and conducts visits with Clients during the Clients' participation in the Program.
7. "Location" means the work address of a Program Supervisor.
8. "Nurse Home Visitor" or "NHV" means a registered professional nurse employed by Network Partner who spends at least 20 (twenty) hours per week, or 0.5FTE, whichever is greater, delivering the Program to Clients.
9. "Network Partner's Data" means any data collected by Network Partner about Clients and the Program in the course of administering the Program.
10. "Program Supervisor" means a registered professional nurse who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Network Partner. A Program Supervisor is also known and referred to as a "Nurse Supervisor."
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 Program Supervisor and up to eight (8) Nurse Home Visitors who report to the Program Supervisor. A half-time supervisor can supervise up to four (4) Nurse Home Visitors.
13. "Network Partner" or "NP" means a means a private, state, or local organization responsible for delivering the NFP Program within a specific geographical area.
14. "NFP Community Website" means the website hosted by the national office of NFP at which Network Partner personnel may access resources related to the Program.

15. "Nursing Practice Manager" means a registered nurse provided by NFP, who has been trained by NFP and is qualified to consult with Network Partner on matters related to the Program.
 16. "NFPx" refers to the NFPx Initiative which is an optional addition to the Program that incorporates the elements of both late Client enrollment and multiparous Clients into the Program. Network Partners may incorporate both elements of the Initiative or choose to participate in only one.
- B. "Proprietary Property" means all of (i) the Program, including facilitators and handouts, (ii) the Model Elements, (iii) the name "Nurse-Family Partnership" and the acronym "NFP" when used in connection with the NFP Logo and the goodwill associated therewith, (iv) all NFP Community Website and NFP DCS website content, and (v) the copyrighted materials and other materials used in the Program as of the date hereof that would be designated as protectable intellectual property under applicable law, including, but not limited to, all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also include, individually and collectively, all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement by one or more of Network Partner, NFP, or its licensors, whether they are incorporated into the Program or the Proprietary Property. NFP and its licensors reserve the right to modify the Proprietary Property from time to time in accordance with collected data, Research, and current modalities of delivery of the Program and for any other reason NFP or its licensors, in their sole and absolute discretion, deem appropriate. NFP will provide Network Partner with reasonable notice of those modifications. NFP and its licensors shall retain ownership and all rights to all Proprietary Property, whether modified or not by Network Partner.
- C. General Application. Unless a clear contrary intention appears, words used with initial-capitalized letters shall have the meanings set forth in this Agreement, and (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, and (iv) the term "or" is not exclusive.

II. NFP OBLIGATIONS; RIGHTS.

- A. NFP grants to Network Partner a non-exclusive limited right and license to use the Proprietary Property for carrying out Network Partner's obligations under this Agreement in the geographic area within which Network Partner's Nurse Home Visitors serve Clients. Network Partner shall not use the Proprietary Property in connection with any social impact bond or pay-for-success contract, including responses to solicitations for such agreements, without NFP's prior written consent. NFP reserves the right to modify the Proprietary Property from time to time in accordance with the collected data, Research, and current modalities of Program delivery. NFP will provide Network Partner with reasonable notice of Program modifications. NFP shall retain ownership and all rights to any Proprietary Property, whether modified or not by Network Partner. In any event, all software and NFP DCS content, excluding Network Partner's data, shall remain the sole property of NFP.
- B. NFP will provide the support described in **Exhibit B, Nurse-Family Partnership Support**, attached and incorporated herein, to help Network Partner implement the Program.

- C. NFP reserves the right to communicate directly with Network Partner's funders to report on Network Partner's progress, learn more about funding decisions, and be informed of actions that may affect Network Partner's Clients.
- D. NFP shall submit invoices to Network Partner for services provided to Network Partner, listing a date of provision, a description of each such service, and amounts based upon the fee schedules provided in **Exhibit C, Fees for Nurse-Family Partnership Services**, and **Exhibit C-1, NFPx Initiative Fee Schedule**, attached and incorporated herein.
- E. NFP may, from time to time, request that Network Partner collect additional data and/or participate in Research initiated by NFP and intended to improve the NFP model or implementation of the model. The decision to participate in such Research is, however, entirely up to Network Partner.
- F. NFP, independently or jointly with Network Partner, may publish or present NFP-related information or Program results in Research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work. NFP will not identify Network Partner in these materials without Network Partner's prior written authorization.
- G. NFP shall provide data and reporting services on behalf of Network Partner to [None] in a manner that would not violate HIPAA if done by Network Partner. If none, enter "None" within the brackets.
- H. **Exhibit D, HIPAA Business Associate Agreement** (the "BAA") is hereby attached and incorporated into this Agreement.

III. NETWORK PARTNER OBLIGATIONS.

- A. Network Partner will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in **Exhibit E, Network Partner Responsibilities**, attached and incorporated herein, to do so.
- B. Network Partner shall notify NFP within three (3) business days of learning of funding decisions that may materially affect Network Partner's delivery of the Program and/or impact Clients' ability to complete the Program.
- C. Network Partner will take all appropriate steps to maintain Client confidentiality and obtain any necessary written Client consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- D. Network Partner assumes responsibility for knowledge of and compliance with the State Nurse Practice Act of its state, state laws, regulations, and licensing requirements pertaining to nursing practice and state laws and regulations pertaining to mandatory reporting and to maintenance of patient records.
- E. Network Partner's Nurse Home Visitors, Program Supervisors, and Administrators shall complete all required NFP Education. Nurse Home Visitors and Program Supervisors who leave the Program for two (2) years or longer and then return must attend NFP

Education before visiting Clients and resuming Program delivery. Network Partner shall ensure that Nurse Home Visitors are able to provide care to Clients in a manner consistent with the NFP E-Guidelines.

- F. When requested by NFP, Network Partner will make reasonable efforts to collect additional data and/or participate in Research intended to improve the NFP model or implementation of the model. The decision as to whether to participate in such Research is, however, entirely up to Network Partner.
- G. To avoid becoming involved in Research that conflicts with implementing the Program with Fidelity to the Model, Network Partner shall request NFP's permission prior to participating in any Research that is (1) initiated by a party other than NFP and (2) that involves Program staff or explicitly targets the families that are enrolled in the Program. NFP shall review and approve or disapprove Network Partner's request for participation in such Research on a timely basis and shall not unreasonably withhold such approval.
- H. Network Partner will inform NFP of Network Partner proposals to publish or present NFP-related information in research reports, books, book chapters, peer-reviewed journal articles, and at academic or professional conferences. Results of the Program herein outlined may be published by Network Partner, or jointly by Network Partner and NFP, always giving due credit to the Parties involved and recognizing the rights of the individuals doing the work.
- I. Network Partner is authorized to reproduce certain published materials specified below and used in the implementation of the Program so long as (1) this Agreement is in effect, (2) Network Partner uses the reproductions solely for Program implementation, and (3) Network Partner does not sell or otherwise distribute the reproductions to any third party not involved in Network Partner's implementation of the Program.
 - 1. The published materials covered by this authorization are delivered to Nurse Home Visitors as part of the NFP education materials in sets referred to as the E-Guidelines. These are available electronically/digitally in the online eGuidelines 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
 - 3. NFP has the right to grant permission to reproduce materials specified above and that bear the University of Colorado copyright notice under the terms of a Memorandum of Understanding ("**MOU**") dated March 31, 2003, between the University of Colorado Health Sciences Center, now known as University of Colorado at Denver and Health Sciences Center, and NFP. The MOU gives NFP an exclusive, perpetual, royalty-free right and license to use copyrighted materials and other materials used in the Program for the purpose of implementing the Program to serve low-income, first-time mothers and their families.
 - 4. The corresponding Spanish-language versions of these materials are also covered by this authorization.

5. Network Partner may not authorize any other entity to reproduce the materials without prior written permission from NFP.
- J. NFP represents to Network Partner and Network Partner understands and agrees that all Proprietary Property and all associated intellectual property rights are owned exclusively by NFP and its licensors. Network Partner shall use the Proprietary Property solely for carrying out Network Partner's obligations under this Agreement and shall not share the Proprietary Property with third parties or modify any Proprietary Property without the prior express written permission of NFP. Network Partner may not duplicate, distribute, or provide access to the Proprietary Property to any individual or organization, except as authorized by this Agreement. Network Partner may allow only trained, NFP-authorized users to access the NFP DCS. Network Partner shall retrieve all Proprietary Property from departing employees. Duties of confidentiality and use of the Proprietary Property under this Agreement shall not expire.
- K. Maintenance, Protection and Promotion of the Nurse-Family Partnership® Program. Network Partner agrees to use all reasonable means to protect, encourage and promote the Nurse-Family Partnership name and Program. NFP and Network Partner have a mutual responsibility to support and promote each other, as each of the Party's activities reflect on the national image of Nurse-Family Partnership and on the image of Nurse-Family Partnership in the state in which the Network Partner is located. Network Partner shall take all reasonable actions necessary to incorporate the Nurse-Family Partnership Marks and name into any Network Partner material associated with the Program. In all marketing materials related to the Program, Network Partner shall take all reasonable actions to use the Nurse-Family Partnership name and make its Program readily recognizable to the public as an integral part of the Nurse-Family Partnership.
- L. Network Partner Implementation of NFPx Initiative. Network Partner agrees as part of the NFPx Initiative to:
 1. Complete NFPx education, required by NFP, prior to enrollment of NFPx families.
 2. Implement the Initiative in accordance with guidance from NFPx Education sessions.
 3. Participate in the NFPx Community of Practice.
 4. Participate in data gathering (usage of NFPx forms, interviews, focus groups, surveys, etc.); as requested.
 5. Collaborate with NFP on future planning based on data and practice.
- M. Network Partner agrees that NFP, using reasonable judgment, may discontinue offering enrollment to late enrollments and/or multiparous clients. If NFP does discontinue this offering it will give Network Partner 60-day advance notice to stop enrolling new NFPx clients; however, continuation of services to current families would be permitted.
- N. Persimmony International, Inc. Network Partner has chosen not to use the NFP Data Collection System ("DCS"), which NFP provides to all implementing agencies as part of its program support services. Network Partner has chosen to use a software platform called Persimmony, which is provided by Persimmony International, Inc ("PII Inc."). PII

Inc. is an organization that is under contract with NFP and is authorized by NFP to perform data collection.

Network Partner acknowledges that NFP DCS and its associated reports are an integral and essential component of Model Fidelity and that NFP must have access to program data to effectively guide program implementation, inform clinical supervision, enhance program quality, and evaluate program fidelity. Therefore:

1. Network Partner shall ensure all program data are uploaded into NFP's data warehouse at least once per week.
 - a) If data are not uploaded properly to NFP's data warehouse, for whatever reason, Network Partner shall have sixty (60) days to remedy the problem to NFP's satisfaction;
 - b) If Network Partner does not remedy the problem to NFP's satisfaction, Network Partner must begin using NFP DCS no later thirty (30) days after receiving notice of dissatisfaction from NFP and must enter all historical data that may have lapsed during this period.
2. Network Partner acknowledges and agrees that PII Inc., not NFP, is responsible for technical support of Network Partner's use of Persimmony; and
3. Network Partner acknowledges and agrees that any discrepancies between Persimmony reports and NFP DCS reports must be supported and resolved by PI Inc., since Persimmony would be the source system.
4. Network Partner acknowledges and agrees that it may only use a third-party data collection system, such as Persimmony, if that third-party vendor is under contract with NFP. If at any point the vendor is not under contract with NFP, the Network Partner must begin to use NFP DCS immediately upon receiving notice.

IV. FEES AND PAYMENT.

- A. **Maximum Amount Payable.** The maximum amount payable by Network Partner for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Sixty- Four Thousand Seven Hundred Forty-Nine Dollars (\$264,749.00). In no event shall the maximum amount paid under this Agreement exceed Eighty-Five Thousand One Hundred Thirty-Five Dollars (\$85,135.00) for fiscal year 2025-2026, Eighty-Seven Thousand Six Hundred Ninety Dollars (\$87,690.00) for fiscal year 2026-2027, and Ninety-One Thousand Nine Hundred Twenty-Four Dollars (\$91,924.00) for fiscal year 2027-2028. Network Partner hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, Network Partner may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Fees associated with NFP services in support of a Network Partner are as follows:
 1. **Education Services.** NFP provides Nurse-Family Partnership education for Nurse Home Visitors, Program Supervisors, and Network Partner Administrators. This fee applies once for each individual Nurse Home Visitor, Program Supervisor, and

Administrator working for the Network Partner. Fees will be invoiced to Network Partner when participants attend the in-person or remote education sessions. The Education Fees are calculated based on the calendar year.

- a) Nurse Home Visitor Education Fees. Required education for Nurse Home Visitors (“NHV”) consists of one instructor-led education unit supported by distance education components. All Program Supervisors who have never taken NHV education or who completed it more than two years prior to being promoted to Program Supervisor are required to attend NHV education as well as Program Supervisor education.
 - b) Program Supervisor Education Fees. For Program Supervisors, required education consists of Nurse Home Visitor education plus two instructor-led education units supported by distance education components and nurse consultation.
 - c) Network Partner Administrator Orientation. Administrator orientation is a two-day instructor-led education session held remotely or in Denver. Administrator orientation is required for new Administrators within six (6) months of being hired. An additional instructor-led Administrator education session is also offered.
 - d) Nurse-Family Partnership Education Materials Fee. Contributes toward the cost of the following materials:
 - (1) Nurse-Family Partnership Orientation and Education Materials.
 - (2) Set of Prenatal, Infancy and Toddler Guidelines (the Electronic Visit to Visit Guidelines or E-Guidelines).
 - (3) A series of additional nursing practice and program management resources tied to implementation of the Program.
2. NFP Network Partner Annual Program Support. This is an annual fee, which is due on the Effective Date and each contract anniversary date thereof and is based on the number of funded Nurse Home Visitors per Team. (This fee replaces what were once two separate fees, now combined, that were named: “Annual Program Support Fee” and “Nurse Consultation Fee.”) 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 Network Partner’s use of third-party data collection systems will be in addition to the Annual Program Support Fee.
- b) Program Quality System and Reporting.
- c) Ongoing Nurse-Family Partnership Nurse Home Visitor, Program Supervisor, and Administrator education; resource library; conference calls; web forums; Nurse-Family Partnership community resources; and updating NFP E-Guidelines, educational materials, and supporting materials.

- d) Marketing and Communications consultation and support, including marketing and community outreach materials (brochures, posters, etc.).
 - e) Policy and Government Affairs, including advocacy and educational work at federal and state levels.
 - f) Nursing Practice Manager. Contributes to costs associated with a NFP Nursing Practice Manager providing the following support to Program Supervisors:
 - (1) Helping each Program Supervisor develop an annual plan for implementation.
 - (2) Monitoring reports based on each Program Supervisor and her/his team's activity and performance.
 - (3) Ongoing email support for each Program Supervisor and periodic regular calls with each Program Supervisor.
 - (4) Periodic visits to each Program Supervisor with potential travel with each Program Supervisor and/or selected nurse home visitors.
 - (5) Model implementation coaching and consultation with each Program Supervisor.
 - 3. Program Supervisor Replacement Fee. A one-time fixed fee is charged for extra support when a replacement Program Supervisor is hired by an existing Team, and a vacant position is thereby filled.
 - 4. Team Addition (same location) Fee. A one-time fixed fee is charged for extra support when a Team is added at the same location.
 - 5. Regional Expansion (new location) Fee. A one-time fixed fee is charged for extra support when the Network Partner adds a new Team at a new geographical location.
 - 6. NFPx Annual Support Fee. This fee is charged for the additional cost to NFP of providing NFPx Annual Support. This fee is paid in addition to the NFP Network Partner Annual Program Support Fee (see above).
 - 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 NFP's standard terms of invoicing and payment, as follows:
- 1. Education Fees are invoiced when individuals attend in-person education sessions. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 2. NFP Program Partner Program Support Fee is invoiced on the Effective Date and each anniversary thereof to cover each ensuing year and are due in 30 days. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 - 3. Program Supervisor Replacement Fee is invoiced when the new Program Supervisor is hired. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.

4. 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), except as required by Section III.C.
 5. Regional Expansion Fee (new location) is invoiced on the approved Start Date of the new Team. No special reporting or documentation is provided with the invoice(s), except as required by Section III.C.
 6. NFPx Annual Support Fee is invoiced on the Effective Date and then annually on the Anniversary Date of the Agreement.
 7. NFPx Education Fees are charged per attendee based on the date the education takes place.
- E. NFP shall invoice Network Partner for services provided to Network Partner based upon the fee schedule set forth in **Exhibit C, Fees for Nurse-Family Partnership Services** and **Exhibit C-1, NFPx Initiative Fee Schedule**. The attached fee schedules set out prices for the next three years of services. Pricing for subsequent years will be provided to Network Partner upon availability. NFP reserves the right to change the fees set forth in Exhibit C and C-1 during the term of this Agreement but not more often than annually. NFP will notify Network Partner at least one year prior to any such change becoming effective.
- F. Invoices will be sent to:

Network Partner: County of Humboldt
Attention: Public Health Financial Services
Address: 507 F Street
Eureka, CA 95501

Telephone: 707-441-5443
Email: phfiscal@co.humboldt.ca.us

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

- G. Network Partner will send payments, identifying the NFP invoice, within 30 days of invoice to the address below. Upon agreement, payments may be made by electronic funds transfer (EFT).

Nurse-Family Partnership
Attention: Finance Department
1801 California St. Suite 2400
Denver, CO 80202

or to: ar@changent.org

V. TERM AND DEFAULT.

- A. Term of Agreement. This Agreement shall remain in full force and effect through June 30, 2028, (the "Term") unless it is terminated by mutual agreement of the Parties or as otherwise provided below.

- B. Term Extension. Upon July 1, 2028, and each anniversary of that date, this Agreement shall automatically extend for an additional year unless either Party has provided not less than sixty (60) days' notice to the other of its intention to terminate the Agreement on the upcoming anniversary date.
- C. 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 Network Partner or NFP may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days.
- D. Network Partner Termination for Lack of Funding; Convenience. If Network Partner terminates the Agreement for any reason other than for an uncured, NFP breach, then the following provisions shall apply:
 - 1. Network Partner will stop enrolling Clients as of the date notice is given to NFP.
 - 2. Network Partner shall make best efforts to give all Clients enrolled at the time Network Partner gives NFP a notice of termination the opportunity to complete the Program at Network Partner or transfer them to another Network Partner. If there are no other NFP programs in the area, Network Partner shall make best efforts to transfer Clients to another program that can meet their needs, if such programs exist.
 - 3. If such programs exist, Network Partner shall demonstrate best efforts by communicating with at least three home visiting programs in its geographical area to ask if its Clients can be transferred (this includes nearby NFP programs or programs other than NFP). A report of that communication and the outcome shall be shared with Nurse-Family Partnership ("NFP") no more than three days after communication has occurred.
 - 4. When a new program to which Clients can be transferred has been identified, Network Partner will work directly with that program's administrator to provide for the optimal transfer of Clients.
 - 5. When Clients are discharged, Network Partner shall provide Clients with contact information for the most up-to-date community resources available in its geographical area (electronically or on paper) at least five days before discharge (ideally during the last home visit). This will be done to provide the Client enough time to effectively respond to the situation.
 - 6. If Nurse Home Visitors will lose their jobs due to layoffs, the Network Partner shall reach out to the NFP for support in relocating these nurses to other NFP sites, which NFP will do when such relocation is appropriate and possible.
 - 7. Network Partner shall download any and all Client treatment/Program records from NFP DCS such that Network Partner can meet its continuing obligation under state and federal law to produce Client records to the Client upon request.
 - 8. Network Partner and NFP will continue to comply with all relevant state, federal laws, and all other provisions of this Agreement with respect to maintaining Client confidentiality and treatment records.
 - 9. Network Partner will no longer have access to the NFP DCS for use in implementing the Program.
 - 10. Termination due to Insufficient Funding. Network Partner obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, Network Partner shall, at its sole discretion, determine whether this Agreement shall be terminated.

Network Partner shall provide NFP seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- E. Default. A Party shall be in default under this Agreement (i) if a Party breaches a material provision of this Agreement, which breach is not cured to the non-breaching Party's reasonable satisfaction within thirty (30) days of written notice given to the breaching Party by the non-breaching Party or (ii) upon the bankruptcy of a Party.
- F. Remedies upon Default. The Parties shall use commercially reasonable efforts to take steps necessary to cause the breaching party to cure the applicable default. If such default is not cured to the reasonable satisfaction of the other party, and both Parties do not agree to terminate this Agreement, the Parties shall proceed in accordance with the dispute resolution process set forth in Section VI.
- G. Effect of Termination.
 - 1. If the Agreement is terminated, Network Partner shall pay NFP for all work performed up to the date of termination. Payment shall be due within thirty (30) days of termination.
 - 2. If this Agreement is terminated through the dispute resolution process, the rights and obligations of each of the Parties upon termination shall be spelled out in the dispute resolution process.
 - 3. Upon termination of this Agreement, regardless of the timing, cause, or mechanism of such termination:
 - a) Network Partner will no longer have access to the NFP DCS other than to access client PHI;
 - b) Network Partner shall stop enrolling new Clients;
 - c) Network Partner shall work with the NFP Nursing Practice Manager to develop a transition plan, including, when applicable, a plan to provide continuity of care for current Clients;
 - d) NFP may retain a record of all data which has been collected by Network Partner while implementing the Program and may use that data and reports derived from it to evaluate the overall progress in national replication of the Program;
 - e) Network Partner and NFP will continue to comply with all relevant state, federal laws, and all other provisions of this Agreement with respect to maintaining Client confidentiality;
 - f) All materials in Network Partner's possession that utilize the Nurse-Family Partnership logo, tag line, or other protected marks must be returned to NFP or destroyed;
 - g) All copies of Proprietary Property that have been provided to Network Partner by NFP or that have come into Network Partner's possession from other sources must be returned to NFP or destroyed; and
 - h) Network Partner will cease to implement the Program and will cease to represent that it is implementing the Program.
 - i) Network Partner shall download any and all Client treatment/Program records from NFP DCS such that Network Partner can meet its continuing obligation under state and federal law to produce Client records to the Client upon request.

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 at that level, the dispute shall

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

VII. LIABILITY.

- A. Each party hereto 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 the prior written consent of NFP. Network Partner shall not respond to social impact bond or "pay for success" solicitations or enter into contracts or funding arrangements that link Program implementation performance to repayment of funding and name the Program as the targeted service without NFP's prior written consent. Network Partner shall not engage or utilize the services of any subcontractor to perform any of Network Partner's services hereunder without the prior written consent of NFP. If Network Partner engages a Subcontractor(s) to perform any of Network Partner's obligations hereunder, Network Partner shall require its Subcontractor(s) to agree in writing to the same restrictions and conditions as are imposed on Network Partner 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 NFP:

Original to:
Nurse-Family Partnership
1801 California St., Suite 2400
Denver, CO 80202
Attention: President & CEO
Telephone: 303-327-4263

Email:
Charlotte.MinHarris@Changent.org

With a copy to:
Nurse-Family Partnership
1801 California St., Suite 2400
Denver, CO 80202
Attention: Director, Finance
Telephone: (303) 327-4279

Email: Rick.Doe@Changent.org

For Network Partner:

Original to: County of Humboldt
529 I Street,
Eureka, CA 95501

Attention: Sofia Pereira, Public Health
Branch Director

Telephone: 707-268-2121

Email: spereira2@co.humboldt.ca.us

With a Copy to: County of Humboldt
507 F Street,
Eureka, CA 95501

Attention: Department of Health and Human
Services (DHHS) Contracts Unit

Telephone: 707-268-3447

Email: dhhs-contractsunit@co.humboldt.ca.us

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.

- 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 shall commence 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 another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.
- K. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- L. Applicable Law and Venue. This Agreement shall be governed by and construed according to the internal laws of the State of Colorado. By execution of this Agreement, each party submits and irrevocably waives any objection to in personam jurisdiction in the State of Colorado and the forum and convenience of the state and federal courts thereof.
- M. Survival. The terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.
- N. Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this Agreement shall be deemed an original and binding upon the Party against whom enforcement is sought.
- O. Social Impact Bonds. The Parties acknowledge and agree that, because of nature of the outcome payments associated with social impact bonds and other "pay for success" arrangements, investors will be more likely to select programs with proven records and evaluation techniques that maximize the chances of demonstrating positive outcomes, such as the Program. Recognizing that investors may want to have more control over Program implementation to shore up investment, Network Partner shall request NFP's prior written consent before entering into any such agreements, including responses to solicitations for such agreements.
- P. Audits. NFP is a vendor providing services that support Network Partner's implementation of the Nurse-Family Partnership® program. Network Partner pays NFP for these services at an agreed-upon rate, on a fee for service basis. NFP grants

Network Partner a right to audit, with reasonable notice, those records that are directly related to determining that fees paid by Network Partner to NFP have been invoiced accurately under the terms of this Agreement. If this paragraph conflicts with any other provisions in the Agreement, this paragraph will take precedence.

- Q. Nuclear-Free Humboldt County Ordinance Compliance: By executing this Agreement, NFP certifies that it is not a Nuclear Weapons Contractor, in that NFP is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. NFP hereby agrees to notify Network Partner immediately if it becomes a Nuclear Weapons Contractor as defined above. Network Partner may immediately terminate this Agreement if it determines
- R. General Insurance Requirements. Without limiting NFP's indemnification obligations provided for herein, NFP shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of NFP, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which PROGRAM may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. NFP shall require that such coverage be incorporated into its professional services agreements with any other entities.
- S. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered

- as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
- a) Includes contractual liability.
 - b) Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c) Is the primary insurance with regard to COUNTY.
 - d) Does not contain a pro-rata, excess only and/or escape clause.
 - e) Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- T. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management

825 Fifth Street, Room 131
Eureka, California 95501

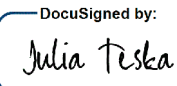
CONTRACTOR: Nurse-Family Partnership d/b/a, Changent
Attention: Rick Doe
1801 California Street, Suite 2400
Denver, CO 80202
Rick.Doe@Changent.org

- U. Entire Agreement. This Agreement (together with Exhibits hereto, which are hereby incorporated by this reference) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, among themselves or their agents and representatives relating to the subject hereof. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by all the Parties hereto.
- V. Counterpart Execution: This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

NURSE-FAMILY PARTNERSHIP

DocuSigned by:

460256E2A116410...
Signature

Name: Julia Teska
Title: Chief Financial Officer

9/29/2025
Date

COUNTY OF HUMBOLDT

Signature

Name: Sofia Pereira
Title: Public Health Branch Director

Date

Insurance Approval

Risk Management Signature

10/07/2025
Date

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 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. NURSE-FAMILY PARTNERSHIP SUPPORT FOR NETWORK PARTNER

To help a Network Partner implement the Program with Fidelity to the Model, NFP provides the following support to the Network Partner:

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

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

- X. Collaborative Success Plan (“CSP”). The NFP Program is a model where collaboration and change occur within the context of a relationship with shared goals. The CSP was developed to facilitate shared agreements and planning between NFP and Network Partners 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 alignment with the Model Elements (Fidelity to the Model) in the areas of program growth, operational efficiency, outcomes, and sustainability. Like the nursing process, the CSP provides opportunities to support Program implementation throughout the life cycle of a Network Partner. The CSP is periodically assessed and updated as circumstances require to identify opportunities for growth. The CSP provides a framework for action to support those opportunities. The Network Partner and NFP Nursing Practice Manager collaborate to create a CSP with action items that include both NFP responsibilities and the Network Partner’s responsibilities.
 - B. A CSP serves as a tool for both the Network Partner and NFP to monitor progress towards mutually agreed upon areas for growth and to ensure that NFP is providing adequate support to enable the Network Partner to serve families in the community effectively. Both Parties will have access to the document which will include mutually agreed upon goals, contributing factors, and action items for both NFP and the Network Partner. Progress on goals will be assessed regularly during consultation calls.
 - C. After a CSP is finalized, the NFP will provide the Network Partner 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 THE FIRST THREE YEARS OF SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE AS FOLLOWS, SUBJECT TO CHANGE IN ACCORDANCE WITH SECTION IV:

Section 1: 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
1/1/2025	12/31/2025	\$5,853.00	Per NHV or Program Supervisor Attendee (Education Prices are based on the calendar year)
1/1/2026	12/31/2026	\$6,029.00	
1/1/2027	12/31/2027	\$6,330.00	
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
1/1/2025	12/31/2025	\$1,059.00	Per Program Supervisor Attendee (Price is based on the calendar year)
1/1/2026	12/31/2026	\$1,091.00	
1/1/2027	12/31/2027	\$1,146.00	
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
1/1/2025	12/31/2025	\$920.00	Per Program Supervisor Attendee (Price is based on the calendar year) (Available to recently promoted Program Supervisors who have taken NHV Education within the last 2 years.)
1/1/2026	12/31/2026	\$947.00	
1/1/2027	12/31/2027	\$995.00	
Administrator Standard Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2025	12/31/2025	\$692.00	Per Administrator Attendee (Price is based on the calendar year)
1/1/2026	12/31/2026	\$713.00	
1/1/2027	12/31/2027	\$749.00	
Nursing Practice Overview Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2025	12/31/2025	\$323.00	Per Administrator Attendee (Price is based on the calendar year)
1/1/2026	12/31/2026	\$333.00	
1/1/2027	12/31/2027	\$350.00	
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
1/1/2025	12/31/2025	\$743.00	Per NHV or Program Supervisor Attendee (Price is based on the calendar year)
1/1/2026	12/31/2026	\$765.00	
1/1/2027	12/31/2027	\$803.00	
Section 2: Replacement, and Expansion Fees			
Program Supervisor Replacement Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2025	12/31/2025	\$3,896.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
1/1/2026	12/31/2026	\$4,013.00	
1/1/2027	12/31/2027	\$4,214.00	

Team Addition Expansion Fee (Invoiced at the time of occurrence)				
Price Effective Date		End Date	Unit Price	Unit of Measure
1/1/2025		12/31/2025	\$22,696.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
1/1/2026		12/31/2026	\$23,377.00	
1/1/2027		12/31/2027	\$24,546.00	
Regional Expansion Fee (Invoiced at the time of occurrence)				
Price Effective Date		End Date	Unit Price	Unit of Measure
1/1/2025		12/31/2025	\$28,369.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
1/1/2026		12/31/2026	\$29,220.00	
1/1/2027		12/31/2027	\$30,681.00	
Section 3: Annual Fees				
NFP Network Partner Annual Program Support Fee <i>per team</i> (Invoiced annually on Contract Anniversary Date)				
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	1/1/2025	12/31/2025	\$22,908.00	(Price is set on Network Partner’s contract anniversary date)
Two NHV Team	1/1/2026	12/31/2026	\$23,595.00	
Two NHV Team	1/1/2027	12/31/2027	\$24,775.00	
Three NHV Team	1/1/2025	12/31/2025	\$24,084.00	
Three NHV Team	1/1/2026	12/31/2026	\$24,807.00	
Three NHV Team	1/1/2027	12/31/2027	\$26,047.00	
Four NHV Team	1/1/2025	12/31/2025	\$25,272.00	
Four NHV Team	1/1/2026	12/31/2026	\$26,030.00	
Four NHV Team	1/1/2027	12/31/2027	\$27,332.00	
Five NHV Team	1/1/2025	12/31/2025	\$26,736.00	
Five NHV Team	1/1/2026	12/31/2026	\$27,538.00	
Five NHV Team	1/1/2027	12/31/2027	\$28,915.00	
Six NHV Team	1/1/2025	12/31/2025	\$27,984.00	
Six NHV Team	1/1/2026	12/31/2026	\$28,824.00	
Six NHV Team	1/1/2027	12/31/2027	\$30,265.00	
Seven NHV Team	1/1/2025	1231/2025	\$28,980.00	
Seven NHV Team	1/1/2026	12/31/2026	\$29,849.00	
Seven NHV Team	1/1/2027	12/31/2027	\$31,341.00	
Eight NHV Team	1/1/2025	12/31/2025	\$30,192.00	
Eight NHV Team	1/1/2026	12/31/2026	\$31,098.00	
Eight NHV Team	1/1/2027	12/31/2027	\$32.653.00	

EXHIBIT C-1

NFPx Initiative 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 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	CY2025	CY2026	CY2027
Serving Late Registrants	Nurse Home Visitors and Supervisors	\$286	\$295	\$304
Serving Multiparous Parents for NHVs	Nurse Home Visitors	\$1,434	\$1,477	\$1,521
Serving Multiparous Parents for Supervisors	Supervisors	\$1,434	\$1,477	\$1,521

NFPx ANNUAL SUPPORT FEES

- NFPx support fees are charged annually per Team, for any Team with nurses authorized by NSO 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.

Team Size	01/01/2025 - 12/31/2025	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027
2 NHV Team	\$ 3,480	\$ 3,585	\$ 3,693
3 NHV Team	\$ 3,624	\$ 3,732	\$ 3,844
4 NHV Team	\$ 3,768	\$ 3,881	\$ 3,997
5 NHV Team	\$ 3,911	\$ 4,028	\$ 4,149
6 NHV Team	\$ 4,059	\$ 4,181	\$ 4,306

7 NHV Team	\$ 4,202	\$ 4,328	\$ 4,458
8 NHV Team	\$ 4,346	\$ 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.

EXHIBIT D. BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “**BAA**”), effective **July 1, 2025**, (the “**Effective Date**”), is entered into by and between **County of Humboldt, a Political Subdivision of the State of California** (the “**Covered Entity**”) and **Nurse-Family Partnership**, a Colorado nonprofit corporation (the “**Business Associate**” or “**NFP**”) (each a “**Party**” and collectively the “**Parties**”).

The Parties have entered into a Professional Services Agreement effective **July 1, 2025**, (the “**Agreement**”), pursuant to which the Business Associate may have access to Protected Health Information (PHI).

Both Parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the “**Privacy & Security Regulations**”) promulgated under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and as it is updated, amended, or revised, including the requirement under 45 CFR §164.502(e)(2) to enter into a Business Associate Agreement with business associates who are subcontractors.

This BAA sets forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by the Covered Entity Business from or on behalf of the Business Associate will be handled during the term of their Agreement and after its termination. The Parties agree as follows:

1. DEFINITIONS

- 1.1 Protected Health Information (“**PHI**”). Protected Health Information shall have the meaning as set out in its definition at 45 CFR §160.103, as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- 1.2 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **Nurse-Family Partnership**.
- 1.3 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean any NFP Affiliate that collects PHI.
- 1.4 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.5 Security Incident. “Security Incident” shall have the meaning set out in its definition at 45 CFR §164.304, as it is subsequently updated, amended, or revised. For purposes of notification to the Business Associate, an attempted unauthorized access means any attempted unauthorized access that prompts Business Associate Subcontractor to investigate the attempt, or review or change its current security measures.

2. PERMITTED USES AND DISCLOSURES OF PHI

- 2.1 Services. Pursuant to the Agreement, between Covered Entity and Business Associate each provides services (“**Services**”) that involve access to, use and/or disclosure of PHI, including electronic PHI. Except as otherwise specified herein, the Business Associate may make any and all uses of PHI necessary to perform its obligations under the

Agreement, provided that such use would not violate the Privacy and Security Regulations if done by Covered Entity. All other uses not authorized by this BAA are prohibited.

2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

- a. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
- b. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law, as that phrase is defined in 45 CFR §164.103 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

- a. Use and/or disclose the PHI only as permitted or required by this BAA or as otherwise required by law.
- b. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- c. Use appropriate safeguards to protect the privacy and security of PHI and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information (E PHI), to prevent use or disclosure of PHI other than as provided for by this BAA.
- d. Business Associate acknowledges its obligations under HIPAA and agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in the Agreement made applicable to Business Associate by HIPAA on the applicable effective date and any subsequent regulations promulgated under HIPAA and/or guidance thereto.
- e. Business Associate acknowledges that, (i) the foregoing requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be subject to the civil and criminal enforcement provisions set forth at 42 USC 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the requirements and any applicable guidance subsequently issued by the Secretary of the Department of Health and Human Services ("Secretary") with respect to such requirements.

Notification under this section shall include the identification of each individual whose PHI has been, or is suspected to have been, accessed, acquired, or disclosed. Business Associate further agrees to make available in a reasonable time and manner any information needed by Covered Entity to respond to individual and governmental inquiries regarding any of the notifications received from Business Associate.

- f. Business Associate agrees to indemnify the Covered Entity for the reasonable cost to notify the individuals whose information was the subject of a breach and for any cost or damages, including attorney fees or fines, incurred by Covered Entity as a result of the breach by Business Associate, including but not limited to any identity theft related prevention or monitoring costs.

3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees:

- a. To inform the Business Associate of any changes in the notice of privacy practices (“**Notice**”) that the Covered Entity provides to individuals pursuant to 45 CFR §164.520 that affect Business Associate’s use or disclosure of PHI, and provide to the Business Associate, upon request, a copy of the Notice currently in use.
- b. To inform the Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity pursuant to 45 CFR §164.508, to the extent relevant to the Services being provided under the Agreement.
- c. To inform the Business Associate of any opt-outs exercised by any individual from fundraising activities of the Covered Entity pursuant to 45 CFR §164.514(f), to the extent relevant to the Services being provided under the Agreement.
- d. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of PHI required by the Business Associate under this BAA, including, but not limited to, agreed upon restrictions regarding the use and/or disclosure of PHI as provided for in 45 CFR §164.522.

4. REPRESENTATIONS AND CERTIFICATIONS

- 4.1 Mutual Representations and Certifications of the Parties. Each Party represents and certifies to the other party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed; it has the full power to enter into this BAA and to perform its obligations hereunder; and that the performance by it of its obligations under this BAA have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter, or bylaws.

5. TERM AND TERMINATION

- 5.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect as long as the Agreement is in effect and until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, certain provisions and requirements of this BAA shall survive its expiration or other termination in accordance with 5 herein.
- 5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. §164.504(e)(2)(iii) and C.F.R. §164.504(e)(5), the Covered Entity may immediately terminate this BAA and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this BAA. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of the Covered

Entity within thirty (30) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this BAA.

- 5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under the Agreement or this BAA, or that the Covered Entity has breached a material term of this BAA, Business Associate may provide thirty (30) days' notice of its intention to terminate this BAA. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this BAA so long as the Agreement is in effect.
- 5.4 Automatic Termination. This BAA will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement between the Parties.
- 5.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(J) and C.F.R. §164.504(e)(5) and retain no copies (which for purposes of this BAA shall mean, without limitation, the destruction of all backup media) except as explicitly provided for in the Agreement between the Parties.

6. CONFIDENTIALITY

- 6.1 Confidentiality Obligations. In the course of performing under this BAA, each Party may receive, be exposed to, or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy, or contained in any computer database or computer readable form, as well as any information identified as confidential ("Confidential Information") of the other Party. For purposes of this BAA, "Confidential Information" shall not include PHI, the security of which is the subject of this BAA and is provided for elsewhere. The Parties, including their employees, agents, or representatives, (i) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this BAA, (ii) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this BAA, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of either Party, (b) which is later publicly released by either Party in writing, (c) which is lawfully obtained from third parties without restriction, or (d) which can be shown to be previously known or developed by either Party independently of the other Party.

7. MISCELLANEOUS

- 7.1 Survival. The obligations of Business Associate shall survive the termination of this Agreement.
- 7.2 Amendments; Waiver. This BAA may not be modified, nor shall any provision hereof be waived or amended, 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.

7.3 No Third-Party Beneficiaries. Nothing expressed 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.

7.4 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 (other than for the delivery of fees) via electronic transmission or facsimile to the contacts listed below.

If to Covered Entity, to:

County of Humboldt
529 I Street,
Eureka, CA 95501
Attention: Sofia Pereira, Public Health Branch Director
Email: spereira2@co.humboldt.ca.us

If to Business Associate, to:

Nurse-Family Partnership
1801 California Street, Suite 2400
Denver, CO 80202
Attention: Rick Doe, Director, Finance
Email: Rick.Doe@Changent.org

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.

7.5 Counterparts; Facsimiles and Electronic Copies. 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.

7.6 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this BAA, the Parties shall make good faith efforts to resolve such matters informally.

EXHIBIT E. NETWORK PARTNER RESPONSIBILITIES

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

- I. Network Partner 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 Program Supervisors, Nurse Home Visitors, and administrative support staff;
 - E. Establish, maintain, keep current, and improve its network of referral sources who will refer low-income, first-time mothers to Network Partner;
 - F. Enroll Clients that meet the criteria specified in the Model Elements.
 - G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to Network Partner's Clients;
 - H. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Network Partner;
 - I. Inform the community and build support for Network Partner, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
 - J. Establish and maintain strong, stable, and sustainable funding for Network Partner operations and seek new funding streams to sustain and expand the Program.
 - K. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.
- II. Network Partner will keep NFP informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.
- III. Network Partner will ensure that all Administrators, Program Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP in its reasonable discretion.
- IV. Network Partner will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home Visitor) until after she/he has completed Unit II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and implementation of the Program for mothers who are pregnant.
- V. Network Partner will implement the Program in accordance with the E-Guidelines including:
 - A. Ensure enrollment of between 21 and 25 first-time mothers per full-time Nurse Home Visitor within nine months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis;
 - B. Ensure that each full-time Nurse Home Visitor carries a caseload of between 21 and 25 active families; and

- C. Ensure that the essential Program content as described in the E-Guidelines is addressed with Clients by Nurse Home Visitors.

- VI. Network Partners are not allowed to expand the number of nurse home visitors without approval from NFP. When planning to increase the number of nurse home visitors, Network Partner will inform NFP by emailing the below address and will be briefed on the process and requirements by NFP's Network Development Department:

programdevelopment@nursefamilypartnership.org

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

- XI. If a situation arises in which Network Partner has no openings available for Client enrollment and is maintaining a waiting list, while another Network Partner is simultaneously operating in the same geographical location and has openings, then, in accordance with the NFP goal of providing Program Benefits for the maximum number of vulnerable families, Network Partner will cooperate with the other Network Partner and will refer those unenrolled families for enrollment in the Program.
- XII. Network Partner will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for Network Partner's implementation of the Program.
- XIII. NFP will periodically assess the extent to which Network Partner is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for Network Partner to improve its results by strengthening Fidelity to the Model, NFP staff will meet with Network Partner supervision and mutually develop a plan to do so.