

AMENDMENT NO. 1
TO
AGREEMENT NO. MA-042-24010935
FOR
NURSE-FAMILY PARTNERSHIP IMPLEMENTATION AGREEMENT

This Amendment (“Amendment No. 1”) to Agreement No. MA-042-24010935 for Nurse-Family Partnership Implementation Agreement is made and entered into upon full execution by the Parties (“Effective Date”) between **Nurse-Family Partnership DBA Changent** (“Contractor”), with a place of business at 1801 California Street, Suite 2400, Denver, CO 80202, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana CA 92701-7506. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Agreement No. MA-042-24010935 for Nurse-Family Partnership Implementation Agreement, effective January 1, 2024, through December 31, 2026, for a maximum obligation of \$300,000 (“Agreement”); and

WHEREAS, on May 23, 2025, Nurse-Family Partnership (NFP) began operating under the name Changent, with no change in legal entity; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to update references to Business Name and Network Partner, to replace Exhibit A (Nurse-Family Partnership Model Elements) of the Agreement with Exhibit A-1 (Nurse-Family Partnership Model Elements), to replace Exhibit C (Fees for Nurse-Family Partnership Services) of the Agreement with Exhibit C-1 (Fees for Nurse-Family Partnership Services), to replace Exhibit E (Network Partner Responsibilities) of the Agreement with Exhibit E-1 (Implementing Partner Organization (IPO) Responsibilities), to add Exhibit F (Additional Terms and Conditions – Federal Guidelines) to the Agreement, and to renew the Agreement for three-years for County to continue receiving and Contractor to continue providing the services set forth in the Agreement.

NOW THEREFORE, Contractor and County agree to amend the Agreement as follows:

1. Agreement is renewed for a period of three (3) years, effective January 1, 2027, through December 31, 2029, in an amount not to exceed \$300,000 for this renewal period, for a new total amount not to exceed \$600,000.
2. All references in the Agreement to “Nurse-Family Partnership” are deleted and replaced with “Nurse-Family Partnership DBA Changent” or “Changent”.
3. All references in the Agreement to “Network Partner” are deleted and replaced with “Implementing Partner Organization” or “IPO”.
4. Exhibit A (Nurse-Family Partnership Model Elements) of the Agreement is deleted in its entirety

and replaced with Exhibit A-1 (Nurse-Family Partnership Model Elements), which is incorporated by this reference.

5. Exhibit C (Fees for Nurse-Family Partnership Services) of the Agreement is deleted in its entirety and replaced with Exhibit C-1 (Fees for Nurse-Family Partnership Services), which is incorporated by this reference.
6. Exhibit E (Network Partner Responsibilities) of the Agreement is deleted in its entirety and re-placed with Exhibit E-1 (Implementing Partner Organization (IPO) Responsibilities), which is in-corporated by this reference.
7. Exhibit F (Additional Terms and Conditions – Federal Guidelines) is added to the Agreement.
8. Contractor shall continue to reference invoices with MA-042-24010935 to be forwarded to: Orange County, Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702 or email to HCAAccountsPayable@ochca.com.

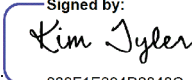
This Amendment No. 1 modifies the Agreement, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Agreement, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Agreement not specifically changed by this Amendment No. 1 remain in full force and effect.

(Signature Page Follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Nurse-Family Partnership DBA Changent

Kim Tyler Print Name Signed by:  880F1E004D2848C... Signature	Chief Finance and Administrative Officer Title September 10, 2026 Date
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County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name	Deputy Purchasing Agent Title
Signature	Date

Approved as to Form
Office of the County Counsel
County of Orange, California

Brittany McLean Print Name Signed by:  71CFE638662E411... Signature	Deputy County Counsel Title September 10, 2026 Date
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EXHIBIT A-1
NURSE-FAMILY PARTNERSHIP MODEL ELEMENTS¹

- 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 at least one risk factor in category 2 below:
1. Category 1: Socioeconomic inequity, limited financial resources or under 18 years of age; and
 2. Category 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 each 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 the 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 or more 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.

¹Revised June 2025

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

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

Section 1: Start-Up Fee (If Applicable)			
Start-Up Fee (Invoiced on the Effective Date of this Agreement; Billed Only One Time at Initial Implementation)			
Description		Unit Price	Unit of Measure
Start-Up Services	CY 2027	\$36,894	One time per location
Start-Up Services	CY 2028	\$38,000	
Start-Up Services	CY 2029	\$39,140	
Section 2: Education Fees			
Nurse Home Visitor Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2027	12/31/2027	\$6,029	Per NHV or Program Supervisor Attendee (Education Prices are based on the calendar year)
1/1/2028	12/31/2028	\$6,331	
1/1/2029	12/31/2029	\$6,396	
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
1/1/2027	12/31/2027	\$1,091	Per Program Supervisor Attendee (Price is based on the calendar year)
1/1/2028	12/31/2028	\$1,145	
1/1/2029	12/31/2029	\$1,192	

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 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.)
1/1/2027	12/31/2027	\$947	
1/1/2028	12/31/2028	\$995	
1/1/2029	12/31/2029	\$1,005	
Administrator Standard Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure Per Administrator Attendee (Price is based on the calendar year)
1/1/2027	12/31/2027	\$713	
1/1/2028	12/31/2028	\$749	
1/1/2029	12/31/2029	\$756	
Nursing Practice Overview Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure Per Administrator Attendee (Price is based on the calendar year)
1/1/2027	12/31/2027	\$333	
1/1/2028	12/31/2028	\$349	
1/1/2029	12/31/2029	\$353	
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 Per NHV or Program Supervisor Attendee (Price is based on the calendar year)
1/1/2027	12/31/2027	\$765	
1/1/2028	12/31/2028	\$803	
1/1/2029	12/31/2029	\$811	
Section 3: Replacement, Expansion, and Optional Fees			

Program Supervisor Replacement Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2027	12/31/2027	\$4,013	One time per Replacement of Program Supervisor per Occurrence
1/1/2028	12/31/2028	\$4,214	
1/1/2029	12/31/2029	\$4,257	
Team Addition Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2027	12/31/2027	\$23,377	One time per Expansion per Occurrence per Team
1/1/2028	12/31/2028	\$24,546	
1/1/2029	12/31/2029	\$24,801	
Section 4: Annual Fees			
NFP Network Partner <u>Annual</u> Program Support Fee <i>per team</i>			
(Invoiced annually on Contract Anniversary Date)			
Price Effective Date	End Date	Unit Price	Unit of Measure
Two NHV Team 1/1/2027	12/31/2027	\$23,595	Annual per first team per year (The fee total is based on the number of funded Nurse Home Visitors per team)
Two NHV Team 1/1/2028	12/31/2028	\$24,775	
Two NHV Team 1/1/2029	12/31/2029	\$25,032	
Three NHV Team 1/1/2027	12/31/2027	\$24,807	
Three NHV Team 1/1/2028	12/31/2028	\$26,047	
Three NHV Team 1/1/2029	12/31/2029	\$26,317	
Four NHV Team 1/1/2027	12/31/2027	\$26,030	
Four NHV Team 1/1/2028	12/31/2028	\$27,332	
Four NHV Team 1/1/2029	12/31/2029	\$27,615	
Five NHV Team 1/1/2027	12/31/2027	\$27,538	

Five NHV Team	1/1/2028	12/31/2028	\$28,915
Five NHV Team	1/1/2029	12/31/2029	\$29,215
Six NHV Team	1/1/2027	12/31/2027	\$28,824
Six NHV Team	1/1/2028	12/31/2028	\$30,265
Six NHV Team	1/1/2029	12/31/2029	\$30,579
Seven NHV Team	1/1/2027	12/31/2027	\$29,849
Seven NHV Team	1/1/2028	12/31/2028	\$31,342
Seven NHV Team	1/1/2029	12/31/2029	\$31,667
Eight NHV Team	1/1/2027	12/31/2027	\$31,098
Eight NHV Team	1/1/2028	12/31/2028	\$32,653
Eight NHV Team	1/1/2029	12/31/2029	\$32,992

EXHIBIT E-1**IMPLEMENTING PARTNER ORGANIZATION (IPO) RESPONSIBILITIES**

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

I. IPO shall:

- A. Identify, from its top tier leadership, an Administrator to support Program implementation within the community;
- B. Set up and maintain an appropriate workspace for staff who are to implement the Program;
- C. Establish and maintain appropriate telecommunications and computer capabilities for staff;
- D. Recruit, hire, and retain the appropriate number of Nurse Supervisors, Nurse Home Visitors, Administrators, administrative support staff;
- E. Establish, maintain, keep current, and improve its network of Client referral sources;
- F. Enroll Clients who meet the criteria specified in the Model Elements;
- G. Establish, maintain, keep current and improve its network of social services and community resources that can provide support to Clients;
- H. Work with media to ensure timely and accurate communication to the public about the Program and IPO's implementation;
- I. Inform the community and build support for IPO, the Program, and Program Benefits, including educating local, state and/or federal policymakers;
- J. Establish and maintain strong, stable, and sustainable funding for Program operations and seek new funding streams to sustain and expand the Program; and
- K. Utilize Changent's internet-based discussion forum to share learning with other entities that are implementing the Program.

II. IPO shall keep Changent informed of implementation issues that may impact Program sustainability, ability to reach Program capacity, and Fidelity to the Model.

III. IPO shall ensure that all Administrators, Nurse Supervisors, Nurse Home Visitors, and administrative staff attend, participate in, and/or complete education programs required by Changent, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by Changent in its reasonable discretion.

IV. IPO shall ensure that no Nurse Home Visitor is assigned a caseload or makes a Client visit, except in the company of a Changent-educated Nurse Home Visitor, until after she/he has completed Unit

II on the Program, Program Benefits, Model Elements, use of the NFP DCS, and Program implementation.

V. IPO shall implement the Program in accordance with the E-Guidelines, including:

- A. Enrolling between 21 and 25 Clients per full-time Nurse Home Visitor within nine months of beginning implementation and making best efforts to maintain that level of enrollment on an ongoing basis;
- B. Ensuring that each full-time Nurse Home Visitor carries a caseload of between 21 and 25 active families; and
- C. Ensuring that Nurse Home Visitors address essential Program content as described in the E-Guidelines.

VI. IPO may not expand the number of Nurse Home Visitors without Changent's prior written approval. When planning to increase the number of Nurse Home Visitors, IPO shall email programdevelopment@changent.org and Changent will inform IPO of the process and requirements.

VII. IPO shall ensure the availability of appropriate, fully functioning computer systems and software to use the NFP DCS and to communicate with Changent by email.

VIII. IPO shall budget for adequate administrative support and structure to enable Nurse Home Visitors and Nurse Supervisors to effectively implement the Program without being burdened by administrative duties that reduce time for home visits. IPO may determine whether a dedicated FTE is needed or distribute administrative responsibilities among other staff, excluding NHVs and Nurse Supervisors.

IX. IPO shall ensure that Nurse Supervisors and Nurse Home Visitors (a) collect required Client visit data and enter it into the NFP DCS completely and accurately within five (5) business days of the Client visit, and (b) enter any other data into the NFP DCS completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain Client confidentiality and obtain any necessary written permissions, consents and agreements for data analysis and disclosure of PHI in accordance with the HIPAA Rules, as amended. IPO's failure to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

X. IPO shall ensure that Nurse Supervisors:

- A. Aim to develop a supportive relationship with the Nurse Home Visitors she/he supervises;
- B. Meet one-on-one with each Nurse Home Visitor at least weekly to provide clinical reflective supervision, preferably in person, but remotely where travel constraints limit the NHV's or Nurse Supervisor's mobility; and
- C. Run activity reports and quality improvement reports from the NFP DCS on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed to enhance the overall quality of Program operations; and

develop and implement action plans based on these assessments, team meetings and case conferences, in accordance with the Model Elements.

XI. IPO shall ensure that Administrators:

- A. Appropriate support the Team;
- B. Review annual outcome and Fidelity measures to assess the status of Program implementation;
- C. Review capacity and sustainability regularly;
- D. Take advantage of Changent's ongoing distance learning opportunities related to Administrator education, including online learning and, when practical and appropriate, travel to Changent's offices for additional training;
- E. Make best efforts to support the 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.

XII. If a situation arises in which IPO has no openings available for Client enrollment and is maintaining a waiting list, while another NFP program is simultaneously operating in the same geographical location and has openings, then, in accordance with the goal of providing Program Benefits for the maximum number of eligible families, IPO shall cooperate with the other NFP program and will refer those unenrolled families for enrollment.

XIII. IPO shall develop a CAB with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for IPO's Program implementation.

EXHIBIT F
ADDITIONAL TERMS AND CONDITIONS - FEDERAL GUIDELINES

Application and Limitation of this Exhibit F. This Exhibit F applies only to the extent, and only for so long as, the specific source of federal funding for the services under this Agreement actually requires the flow-down of the following provisions to Contractor, and then only to the minimum extent so required. No provision of this Exhibit F shall impose on Contractor any liability, obligation, reporting duty, or certification beyond that which the applicable federal statute or regulation expressly mandates. Nothing in this Exhibit F expands Contractor's substantive obligations or scope of services under this Agreement. Contractor is a fee-for-service professional-services vendor providing nurse home-visiting services and does not perform construction or public-works labor; the overtime and liquidated-damages provisions below shall have no application except to the extent a mandatory federal requirement expressly requires their inclusion and application to such services.

A. Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

B. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Debarment and Suspension

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.