

STATE OF TEXAS  
COUNTY OF TRAVIS

AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM

**ARTICLE I. INTRODUCTION..... 1**

**ARTICLE II. AUTHORITY AND OBJECTIVES..... 1**

SECTION 2.01 AUTHORITY..... 1

SECTION 2.02 OBJECTIVES..... 1

SECTION 2.03 MODIFICATIONS TO AGREEMENT..... 1

SECTION 2.04 EFFECTIVE DATE..... 1

**ARTICLE III. AMENDMENT TO THE OBLIGATIONS OF THE PARTIES..... 2**

SECTION 3.01 MODIFICATIONS..... 2

**ARTICLE IV. AUTHORITY TO EXECUTE ..... 3**

- Exhibit A: Additional Contract Requirements**
- Exhibit B: Reporting Requirements**
- Exhibit C: Performance Measures**
- Exhibit D: Contract Budget**
- Exhibit E: Notice of Award**

STATE OF TEXAS  
COUNTY OF TRAVIS

**AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM**

**Article I. INTRODUCTION**

This Amendment Four to the HHSC Contract No 529-12-0066-00005 (the “Agreement”) is between the Health and Human Services Commission (“HHSC”), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas, 78751, and Corpus Christi-Nueces County Public Health District (“CONTRACTOR”), having its principal office at 1702 Horne Rd, Corpus Christi, Texas, 78406. HHSC and CONTRACTOR may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

The Parties agree to amend the Agreement, HHSC contract number 529-12-0066-00005, as amended, subject to the following terms and conditions. The Parties agree that the modified terms and conditions will apply to the Services and Deliverables to be provided by CONTRACTOR unless further modified or amended by the Parties. This Amendment may be referred to as "Amendment" or "Amendment Four" herein.

**Article II. AUTHORITY AND OBJECTIVES**

**Section 2.01 Authority.**

In accordance with Section 6.03(b)(3) of the Agreement, the Parties execute this Amendment Four.

**Section 2.02 Objectives.**

HHSC contracted with Corpus Christi-Nueces County Public Health District to establish and operate a Nurse-Family Partnership Program utilizing the program model developed by and in accordance with Nurse-Family Partnership National Service Office. The source of funding for this Agreement is Health Resources and Services Administration (HRSA) Grant No: X02MC27460; CFDA 93.505. For the purpose of this Agreement, Corpus Christi-Nueces County Public Health District (DUNS 078495025) is considered a sub-recipient. The purpose of this Amendment is to modify certain terms of the original Agreement.

**Section 2.03 Modifications to Agreement.**

The Agreement is modified for the following purposes:

- To remove Section 2.15 “Prior Approval of Written Materials”;
- To modify Section 4.01 “General Payment Terms”;
- To remove “Implementing Agency Obligations” (Amendment Three Exhibit B);

- To incorporate “Additional Contract Requirements” (Exhibit A to this Amendment);
- To incorporate “Reporting Requirements” (Exhibit B to this Amendment );
- To incorporate “Performance Measures” (Exhibit C to this Amendment );
- To modify “Contract Budget” (Exhibit D to this Amendment ); and
- To incorporate the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) “Notice of Award” (Exhibit E to this Amendment ).

**Section 2.04**     *Effective Date.*

This Amendment is effective upon execution.

**Article III. AMENDMENT TO THE OBLIGATIONS OF THE PARTIES**

**Section 3.01**     *Modifications.*

The original Agreement, as modified by prior Amendments, remains in effect except as modified as listed below under this Amendment Four.

- (a) Section 2.15 “Prior Approval of Written Materials” is deleted in its entirety.
- (b) Section 4.01 “General Payment Terms” is modified to include the following language:

Under Amendment Four to this Agreement, HHSC will reduce the previous FY15 budget by **\$70,000.00** and provide an additional **\$564,682.00** for FY16 to the **\$2,007,746.69** provided under the previous agreements for a total not to exceed amount of **\$2,502,428.69** during the term of the agreement. HHSC will reimburse actual costs of CONTRACTOR, based on approved performance, an amount up to but not to exceed **\$520,335.00** for the term beginning September 30, 2014 and ending September 30, 2015 and **\$564,682.00** for the term beginning October 1, 2015 and ending August 31, 2016. Payments will be made on a monthly cost reimbursement basis, in response to an invoice and purchase voucher and monthly deliverables being received and approved by HHSC. HHSC shall pay the Contractor an amount not to exceed the total agreed upon amount in the Contractor's approved budget for the relevant fiscal years as represented in Exhibit D of this Agreement.

- (c) Amendment Three Exhibit B “Implementing Agency Obligations” is deleted in its entirety.
- (d) Exhibit E to the Agreement, “Additional Contract Requirements,” as amended by Amendment One is replaced in its entirety by Exhibit A, "Additional Contract Requirements," to this Amendment.
- (e) Exhibit F to the Agreement, “Reporting Requirements,” as amended by Amendment One is replaced in its entirety by Exhibit B to this Amendment.
- (f) Exhibit G to the Agreement, “Performance Measures,” as amended by Amendment One is replaced in its entirety by Exhibit C, "Performance Measures," to this Amendment.
- (g) Exhibit D to this Amendment incorporates the modified “Contract Budget” into the Agreement.
- (h) Exhibit E to this Amendment incorporates the U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA) “Notice of Award” into the Agreement.

**Article IV. AUTHORITY TO EXECUTE**

The Parties have executed this contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

**IN WITNESS HEREOF, HHSC and CONTRACTOR have each caused this Agreement to be signed and delivered by its duly authorized representative.**

**HEALTH & HUMAN SERVICES COMMISSION      CORPUS CHRISTI-NUECES COUNTY PUBLIC  
HEALTH DISTRICT**

\_\_\_\_\_  
**CHRIS TRAYLOR  
EXECUTIVE COMMISSIONER**

\_\_\_\_\_  
**ANNETTE RODRIGUEZ  
DIRECTOR OF PUBLIC HEALTH**

**DATE:**

**DATE:**

**AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM**

**EXHIBIT A**

**ADDITIONAL CONTRACT REQUIREMENTS**

The CONTRACTOR is responsible for and must ensure that each of the contract requirements stated below are met:

CONTRACTOR will implement the evidence-based home visiting program model(s) outlined in its approved budget according to the national model elements and requirements for each. Curricula and screening tools required by the program must be used.

CONTRACTOR must contract directly with Nurse-Family Partnership National Service Office (NFPNSO) and pay all applicable fees directly to NFPNSO.

CONTRACTOR must provide flexible schedules to Nurse Home Visitors and Nurse Supervisors to allow for evening and weekend work to accommodate clients' schedules.

CONTRACTOR must use the recommended data collection system required by the model developer for the Nurse-Family Partnership Program. All required data must be entered directly into the applicable system and the CONTRACTOR must perform a quality check to ensure all data required by HHSC is included and the data is accurate. This quality check must include timely review and response to HHSC-generated quality assurance reports. Data must be entered each month according to the NFPNSO requirements and HHSC's guidance.

CONTRACTOR 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.

CONTRACTOR 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.

CONTRACTOR will ensure that nurses whom it employs to implement that Program are able to provide care to clients in a manner consistent with the NFP Visit-to-Visit Guidelines.

CONTRACTOR is prohibited from engaging in research on program staff and/or client population without prior written authorization from HHSC, and the Nurse-Family Partnership national office. This excludes HHSC required program evaluation.

CONTRACTOR's staff vacancies must be filled within four months. Vacancies of over four (4) months will require a staffing plan approved by HHSC.

For purposes of this Agreement, allowable mileage expenses are limited to mileage and parking reasonable and necessary for implementation of the agreed scope of work. Allowable mileage expenses will not include administrative expenses or other incidental travel expenses. Mileage charges will be limited to the rates allowed in accordance with the Texas Comptroller's Travel Allowance Guide at <https://fmx.cpa.state.tx.us/fmx/travel/index.php>).

All out-of-state travel must be pre-approved by the HHSC THV Project Manager. Refer to <http://www.gsa.gov/portal/category/21287> for allowable reimbursement rates for lodging and per diem.

All clients receiving services must complete a consent form that includes HHSC approved language, provided to the CONTRACTOR. The original document must be securely maintained by the CONTRACTOR.

In order to ensure client health and safety, CONTRACTOR must follow HHSC requirements regarding conducting criminal background checks and maintaining records.

All CONTRACTOR staff members who interact with clients are required to complete the HHSC-approved training on reporting child maltreatment within 30 days of date of hire and ensuring all staff members are aware of their duty to report, as outlined in the [Texas Family Code, Chapter 261](#). Records acknowledging successful completion of the training by each staff member must be maintained by CONTRACTOR.

CONTRACTOR must complete ongoing trainings or meetings that are required by the program model and HHSC.

All home visitors must be provided with HHSC-approved information on personal safety in the field. Records acknowledging receipt of this, signed by the home visitor, must be maintained by CONTRACTOR within thirty (30) days of hire.

**AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM  
EXHIBIT B**

**REPORTING REQUIREMENTS**

The reports listed below are due to the HHSC THV Project Manager by the last day of the month following the month ending the reporting period. For example, monthly reports are due on the last day of the month for the prior month, and quarterly reports are due on the last day of the month following the end of the quarter. If the last day of the month falls on a weekend or holiday, all Reporting Requirements will be due on the next business day. Reports should be sent to the Texas Home Visiting mailbox at: [NFPHomeVisiting@hhsc.state.tx.us](mailto:NFPHomeVisiting@hhsc.state.tx.us).

1. CONTRACTOR will submit a Monthly Program Update using the template provided by HHSC.
2. CONTRACTOR will submit a monthly expenditure report using the format provided by HHSC for allowable expenses that includes an invoice and the scanned HHSC purchase voucher with an original signature.
3. CONTRACTOR will work with HHSC during that last month of the fiscal year to submit accurate year-end expenditures as soon as possible.

CONTRACTOR may be required to report additional data elements as requested by HHSC and/or HRSA. CONTRACTOR will make all reasonable efforts to assure that all data elements are collected and reported to HHSC upon their request, or as soon as reasonably possible. Templates and data element requests will not constitute the entirety of deliverables and requirements required for submission by this Agreement.

**AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM**

**EXHIBIT C**

**PERFORMANCE MEASURES**

Performance Measures quantitatively illustrate compliance with services required as part of the Texas Home Visiting Program. These performance measures assess operational components and were selected as critical elements in progress towards positive program outcomes.

**Performance Measures:**

**Output Measures**-CONTRACTOR shall meet all of the following outputs once program implementation has begun:

**Output #1: The expected number of families are served annually**

**Indicator:** The number of unduplicated families served in the 11-month budget period by all program models under which CONTRACTOR operates.

**Target:** 125

**Data Source:** THV database and/or program model databases.

**Methodology:** Count of the number of unduplicated mothers served by NFP or families served by other programs under which CONTRACTOR operates that received a minimum of one home visit during the 11-month budget period.

**Output #2: The expected number of children are served annually**

**Indicator:** The number of unduplicated children served in the 11-month budget period by all program models under which CONTRACTOR operates.

**Target:** 125

**Data Source:** THV database and/or program model databases.

**Methodology:** Count of the number of unduplicated children who received a minimum of one home visit during the 11-month budget period. HHSC will work with NFP providers to determine appropriate tracking.

**Output #3: Staff are trained to deliver the evidence-based model**

**Indicator:** The percentage of staff that are trained in the evidence-based model within the timeframes required by the evidence-based models.

**Target:** 100%



**Data Source:** Monthly reports.

**Methodology:** Total number of staff who are trained according to model requirements and timelines divided by the total number of staff providing services under this Agreement. Multiply by 100 and state as a percentage.

**Output #4: Program will maintain family capacity throughout the contract Term**

**Indicator:** The number of families served at any given point as compared to the number of funded slots (Output #1).

**Target:** 100%, with an allowable variance of 15%

**Data Source:** THV database and/or program model databases.

**Methodology:** Total number of families served at a point in time divided by the total number of families funded under the Agreement. Multiply by 100 and state as a percentage.

**Output #5: Program will ensure broad participation in a local early childhood coalition (not applicable for Nurse-Family Partnership)**

**Output #6: Continuous Quality Improvement (CQI) activities are conducted annually**

**Indicator:** Completed measurement and reporting of CQI related data

**Target:** 100%

**Data Source:** Quarterly reports and/or CQI updates

**Methodology:** Number of CQI data measurements reported divided by number of CQI measurements expected to complete CQI projects. Number of CQI measurements expected to be completed for CQI projects will be established in partnership with HHSC.

**Output #7: The Early Development Instrument will be used to identify community needs (not applicable for Nurse-Family Partnership)**

**Output #8: Families will remain engaged in the program for a minimum of one year**

**Indicator:** The percentage of families that leave the program prior to receiving 10 or 12-months of services, and have not completed the program or aged out.

**Target:** 50%

**Data Source:** THV database and/or program model databases.

**Methodology:** Number of families who left the program prior to completing 10 or 12 months of services (as applicable, based on program model) who have not completed the program, divided by the total number of families who have an enrollment date greater than 10 or 12 months in the past (as applicable, based on model). Multiply by 100 and state as a percentage.

**Outcome Measures-**CONTRACTOR shall meet two or more of the following outcome measures once program implementation has begun:

**Outcome #1: Women will breastfeed for at least six months postpartum**

**Indicator:** Percentage of women who breastfeed for at least six months postpartum.

**Target:** 25%

**Data Source:** THV data collection system and/or program model databases.

**Methodology:** Number of women breastfeeding at six months postpartum divided by the total number of women at six months postpartum. Multiply by 100 and state as a percentage.

## **Outcome #2: Children will attend recommended well-child visits**

**Indicator:** Percentage of recommended well-child visits attended by children during their first six months in the program.

**Target:** 55%

**Data Sources:** THV data collection system and/or program model databases.

**Methodology:** Number of well-child visits attended by the child during their first six months divided by the total number of recommended visits. Multiply by 100 and state as a percentage.

## **Outcome #3: Babies will be born at full term**

**Indicator:** The rate of babies in the program that are born premature compared to the Texas Medicaid premature birth rate.

**Target:** A lower premature birth rate.

**Data Sources:** THV data collection system and/or program model databases.

**Methodology:** The number of babies in the program born pre-term (prior to 37 weeks of pregnancy) divided by the total number of babies born. This rate is compared to the pre-term birth rate for all births covered by Texas Medicaid for the most recent year available.

## **Outcome #4: Parents will increase the number of days per week that they read to or with their child(ren)**

**Indicator:** Difference between number of days per week a child is read to or with by their primary caregiver(s) upon enrollment and after 12-months of program participation.

**Target:** 0.5

**Data Sources:** THV data collection system and/or program model databases.

**Methodology:** Average of the individual improvement for each child. The individual improvement measure is calculated by taking each child's average frequency at intake and after one year in the program. These within-child averages are then added together and divided by the calculated denominator in order to produce an overall improvement measure.

## **Outcome #5: Parent-child relationships will improve**

**Indicator:** Difference between parent child relationship subscale score on the Protective Factors Survey (PFS) upon enrollment and score after 12-months of program participation.

**Target:** 0.3

**Data Sources:** THV data collection system and/or program model databases.

**Methodology:** Average of the individual improvement for each score. Improvement is defined as an increase in score on the subscale relating to strong parent-child relationships over their first year in the program. Improvement is measured using an individual comparison from program entry to one year post enrollment. These within-parent averages are then added together and divided by the calculated denominator in order to produce an overall improvement measure.

## **Outcome #6: Primary caregiver(s) will increase their ability to cope with parental stress**

**Indicator:** Difference between perceived support subscale score on the Protective Factors Survey (PFS) upon enrollment and score after 12-months of program participation.

**Target:** 0.3

**Data Sources:** THV data collection system and/or program model databases.

**Methodology:** Average of the individual improvement for each score. Sum of all perceived support subscale scores at enrollment divided by the total number of parent respondents. Sum of all perceived

support subscale scores at 12-months program participation divided by the total number of parent respondents. These numbers are then compared as a pre-test and post-test values to assess improvement. Improvement is defined as an increase in score on the subscale relating to supports and coping with stress over their first year in the program. Improvement is measured using an individual comparison from program entry to one year post enrollment. These within-parent averages are then added together and divided by the calculated denominator in order to produce an overall improvement measure.

**Outcome #7: Primary caregiver(s) will increase in working or education**

**Indicator:** Percentage of primary caregivers increasing their number of hours attending educational programs and/or working during their first year in the program.

**Target:** 30%

**Data Sources:** THV data collection system and/or program model databases.

**Methodology:** Improvement is an increase in the average number of hours per week spent by primary caregivers in educational programs and/or working during their first year in the program, measured using an individual comparison from program entry to one year post enrollment. The number of primary caregivers showing an improvement is then divided by the total number of primary caregivers.

**Corrective Action:**

HHSC Texas Home Visiting Program staff will provide continued support and consultation to CONTRACTOR throughout the term of the Agreement. At the discretion of the HHSC Program Manager, Corrective Action Plans may be requested if the CONTRACTOR fails to meet contract requirements.

All Corrective Action Plans must be approved by HHSC, prior to being implemented by the CONTRACTOR.

If the CONTRACTOR fails to implement their approved Corrective Action Plan, all or part of their monthly payment may be withheld in accordance with Section 5.01 of HHSC's and CONTRACTOR's agreement for the Texas Home Visiting Program.

**AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM**

**EXHIBIT D  
CONTRACT BUDGET**

<b>FY15</b>	
TEXAS HEALTH AND HUMAN SERVICE COMMISSION	
1106 Clayton Lane Austin, Texas 78723	
<b>Nueces County-Corpus Christi Public Health</b>	
\$520,335	
09/30/2014 through 09/30/2015	
<b>H5CJ3</b>	
BUDGET CATEGORIES	BUDGET TOTALS
Salaries	\$369,641.85
Fringe Benefits	\$105,790.18
Equipment	\$0.00
Supplies	\$9,769.02
Travel	\$16,723.35
Contractual	\$0.00
Other	\$18,410.60
In Direct Costs	\$0.00
<b>TOTAL FY15 BUDGET</b>	<b>\$520,335.00</b>
<b>FY16</b>	
TEXAS HEALTH AND HUMAN SERVICE COMMISSION	
1106 Clayton Lane Austin, Texas 78723	
<b>Nueces County-Corpus Christi Public Health District</b>	
\$564,682	
10/01/2015 through 08/31/2016	
<b>H5CJ4</b>	
BUDGET CATEGORIES	BUDGET TOTALS
Salaries	\$362,135.11
Fringe Benefits	\$111,825.91
Equipment	\$0.00
Supplies	\$29,783.12
Travel	\$22,558.00
Contractual	\$0.00
Other	\$38,379.86
In Direct Costs	\$0.00
<b>TOTAL FY16 BUDGET</b>	<b>\$564,682.00</b>

**AMENDMENT FOUR  
TO THE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT  
FOR THE  
NURSE-FAMILY PARTNERSHIP PROGRAM**

**EXHIBIT E  
NOTICE OF AWARD**