

**Nurse-Family Partnership Implementation Agreement**  
**City of Laredo Public Health Department**

This Agreement ("Agreement"), for the period **September 1, 2024** (the "Effective Date") through **August 31, 2027**, is by and between **City of Laredo Public Health Department** ("**Network Partner**") and **Nurse-Family Partnership**, 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.

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.
  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. "Manager, Nursing Practice" 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.
- 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 schedule provided in **Exhibit C, Fees for Nurse-Family Partnership Services**, 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 [State of Texas, Texas Health and Human Services] any intended third-party recipients of Network Partner's data here] 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.

#### **IV. FEES AND PAYMENT.**

- A. 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.
- B. Fee prices are subject to change in accordance with Section IV D. below.
- C. 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.
- D. 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**. The attached fee schedule sets 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 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.

E. Invoices will be sent to:

Network Partner: City of Laredo Public Health Department  
Attention: NFP – Reynol Vela  
Address: 2600 Cedar Avenue  
Laredo, TX 78040

Telephone: (956) 721-4991  
Email: rvela@ci.laredo.tx.us

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

F. 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  
1900 Grant Street, 4<sup>th</sup> Floor  
Denver, CO 80203

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

## V. TERM AND DEFAULT.

- A. Term of Agreement. This Agreement shall remain in full force and effect through August 31, 2027 (the “Term”) unless it is terminated by mutual agreement of the Parties or as otherwise provided below.
- B. Term Extension. Upon September 1, 2027, 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.
- 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  
1900 Grant Street, 4<sup>th</sup> Floor  
Denver, CO 80203  
Attention: Chief Executive Officer  
Telephone: 303-327-4263  
Email:  
Charlotte.MinHarris@NurseFamilyPartnership.org

With a copy to:

Nurse-Family Partnership  
1900 Grant Street, 4<sup>th</sup> Floor  
Denver, CO 80203  
Attention: Chief Financial Officer  
Telephone: (303) 860-4123  
Email:  
Julia.Teska@NurseFamilyPartnership.org

**For Network Partner:**

**Original to:**

City of Laredo Public Health Dept  
2600 Cedar Ave  
Laredo, TX 78040  
Attention: Richard A. Chamberlain  
DrPH, MPH, CPHA, CPM, CHW, RS  
Director of Public Health  
Telephone: (956) 795-4918

**With a Copy to:**

City of Laredo Public Health Dept  
2600 Cedar Ave  
Laredo, TX 78040  
Attention: Reynol Vela  
BSN, RN, CLC  
RN Nurse Supervisor  
Telephone: (956) 721-4991

**Email:**

**rchamberla@ci.laredo.tx.us**

**Email: rvela@ci.laredo.tx.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.

- P. 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.

**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.

**For NFP:**

Nurse-Family Partnership

By: \_\_\_\_\_  
Signature

Charlotte Min-Harris, President & CEO  
(Printed Name & Title)

Date: \_\_\_\_\_

**For Network Partner:**

City of Laredo

By: \_\_\_\_\_  
Signature

Joseph W. Neeb, City Manager  
(Printed Name & Title)

Date: \_\_\_\_\_

**For Network Partner:**

City of Laredo Public Health Department

By: \_\_\_\_\_  
Signature

Dr. Richard Chamberlain, DrPH, MPH,  
CPHA, CPM, CHW, RS  
Director of Public Health  
(Printed Name & Title)

Date: \_\_\_\_\_

## EXHIBIT A.

### **Nurse-Family Partnership® Model Elements**

- |            |   |
|------------|---|
| Element 1  | Client participates voluntarily in the Nurse-Family Partnership program.  |
| Element 2  | Client is a first-time expectant parent.  |
| Element 3  | Client meets low-income criteria at intake.   |
| 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 and nurse supervisors are registered professional nurses with a minimum of a Baccalaureate degree in Nursing and with strong interpersonal skills.  |
| Element 9  | Nurse home visitors and nurse supervisors participate in and complete all education required by the National Service Office (NSO). In addition, a minimum of one current Nurse-Family Partnership administrator participates in and completes the standard administration orientation required by the NSO.  |
| Element 10 | Nurse home visitors use professional knowledge, nursing judgment, nursing skills, screening tools and assessments, frameworks, guidance and the NFP Visit-to-Visit Guidelines to individualize the program to the strengths and needs of each family and apportion time across the defined program domains.   |
| Element 11 | Through the application of the Nursing Process, nurse home visitors and supervisors apply nursing theory, the American Nurses Association (ANA) Nursing Scope and Standards of Practice, and the ANA Code of Ethics for Nurses in their clinical practice. The theoretical frameworks that underpin the program are applied using the Nursing Process integrating Self-Efficacy, Human Ecology and Attachment theories. |
| Element 12 | A full-time nurse home visitor carries a caseload of between 21 and 25 active Clients.  |
| Element 13 | Nurse-Family Partnership network partners are required to employ an NFP nurse supervisor at all times.  |
| Element 14 | 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 15 Nurse home visitors and nurse supervisors collect data as specified by the National Service Office (NSO) and ensure that it is accurately entered into the NFP data collection system in a timely manner.
- Element 16 NFP nurse home visitors and supervisors use data and NFP reports to assess and guide program implementation, enhance program quality, demonstrate program fidelity, and inform clinical practice and supervision.
- Element 17 A Nurse-Family Partnership network partner is an organization known in the community for being a successful provider of prevention services for families facing concentrated and overlapping barriers to accessing the care they need, due to economic and social inequality.
- Element 18 A Nurse-Family Partnership network partner convenes a Community Advisory Board (CAB) that reflects the community composition and meets at least quarterly to implement a community support system for the program and to promote program quality and sustainability.
- Element 19 Adequate organizational support and structure are in place to assist nurse home visitors and nurse supervisors to implement the model with fidelity.

## **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, Replacement, and Expansion 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
1/1/2024	12/31/2024	\$5,683.00	Per NHV or Program Supervisor Attendee (Price is based on the <b>calendar year</b> )
1/1/2025	12/31/2025	\$5,853.00	
1/1/2026	12/31/2026	\$6,029.00	
Program Supervisor Initial Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2024	12/31/2024	\$1,028.00	Per Program Supervisor Attendee (Price is based on the <b>calendar year</b> )
1/1/2025	12/31/2025	\$1,059.00	
1/1/2026	12/31/2026	\$1,091.00	
Program Supervisor Abbreviated NHV Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2024	12/31/2024	\$893.00	Per Program Supervisor Attendee (Price is based on the <b>calendar year</b> ) (Available to recently promoted Program Supervisors who have taken NHV Education within the last 2 years.)
1/1/2025	12/31/2025	\$920.00	
1/1/2026	12/31/2026	\$947.00	
Administrator Standard Education Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2024	12/31/2024	\$672.00	Per Administrator Attendee (Price is based on the <b>calendar year</b> )
1/1/2025	12/31/2025	\$692.00	
1/1/2026	12/31/2026	\$713.00	
Nursing Practice Overview Fee (Invoiced upon completion of in-person or virtual training session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2024	12/31/2024	\$314.00	Per Administrator Attendee (Price is based on the <b>calendar year</b> )
1/1/2025	12/31/2025	\$323.00	
1/1/2026	12/31/2026	\$333.00	
NHV Educational Materials Fee (Invoiced upon completion of in-person or virtual training NHV education session)			
Price Effective Date	End Date	Unit Price	Unit of Measure
1/1/2024	12/31/2024	\$721.00	Per NHV or Program Supervisor Attendee (Price is based on the <b>calendar year</b> )
1/1/2025	12/31/2025	\$743.00	
1/1/2026	12/31/2026	\$765.00	
Program Supervisor Replacement Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
9/1/2024	8/31/2025	\$3,783.00	One time per Replacement of Program Supervisor per Occurrence (Price is set on contract anniversary date)
9/1/2025	8/31/2026	\$3,896.00	
9/1/2026	8/31/2027	\$4,013.00	

Team Addition Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
9/1/2024	8/31/2025	\$22,035.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
9/1/2025	8/31/2026	\$22,696.00	
9/1/2026	8/31/2027	\$23,377.00	
Regional Expansion Fee (Invoiced at the time of occurrence)			
Price Effective Date	End Date	Unit Price	Unit of Measure
9/1/2024	8/31/2025	\$27,543.00	One time per Expansion per Occurrence per Team (Price is set on contract anniversary date)
9/1/2025	8/31/2026	\$28,369.00	
9/1/2026	8/31/2027	\$29,220.00	
Section 2: Annual Fees			
NFP Network Partner Annual Program Support Fee <i>per team</i> (Invoiced annually on the Price Effective 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 9/1/2024	8/31/2025	\$22,248.00	(Price is set on contract anniversary date)
Two NHV Team 9/1/2025	8/31/2026	\$22,908.00	
Two NHV Team 9/1/2026	8/31/2027	\$23,595.00	
Three NHV Team 9/1/2024	8/31/2025	\$23,388.00	
Three NHV Team 9/1/2025	8/31/2026	\$24,084.00	
Three NHV Team 9/1/2026	8/31/2027	\$24,807.00	
Four NHV Team 9/1/2024	8/31/2025	\$24,528.00	
Four NHV Team 9/1/2025	8/31/2026	\$25,272.00	
Four NHV Team 9/1/2026	8/31/2027	\$26,030.00	
Five NHV Team 9/1/2024	8/31/2025	\$25,956.00	
Five NHV Team 9/1/2025	8/31/2026	\$26,736.00	
Five NHV Team 9/1/2026	8/31/2027	\$27,538.00	
Six NHV Team 9/1/2024	8/31/2025	\$27,168.00	
Six NHV Team 9/1/2025	8/31/2026	\$27,984.00	
Six NHV Team 9/1/2026	8/31/2027	\$28,824.00	
Seven NHV Team 9/1/2024	8/31/2025	\$28,128.00	
Seven NHV Team 9/1/2025	8/31/2026	\$28,980.00	
Seven NHV Team 9/1/2026	8/31/2027	\$29,849.00	
Eight NHV Team 9/1/2024	8/31/2025	\$29,316.00	
Eight NHV Team 9/1/2025	8/31/2026	\$30,192.00	

## EXHIBIT D.

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “**BAA**”), effective **September 1, 2024**, (the “**Effective Date**”), is entered into by and between **City of Laredo Public Health Department** (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 **September 1, 2024** (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:

City of Laredo Public Health Dept  
2600 Cedar Ave  
Laredo, TX 78040  
Attention: Reynol Vela, RN Nurse Supervisor  
Telephone: (956) 721-4991  
Email: rvela@ci.laredo.tx.us

If to Business Associate, to:

Nurse-Family Partnership  
1900 Grant St, 4<sup>th</sup> Floor  
Denver, CO 80203  
Attention: Julia Teska, Chief Financial Officer  
Email: Julia.Teska@nursefamilypartnership.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.
- 7.7 Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed as of the date set forth herein by its duly authorized representatives, each in its name and on its behalf effective as of the Effective Date.

BUSINESS ASSOCIATE  
Nurse-Family Partnership

By: \_\_\_\_\_  
Charlotte Min-Harris, President & CEO  
Nurse-Family Partnership

\_\_\_\_\_  
Date

COVERED ENTITY  
City of Laredo Public Health Department

By: \_\_\_\_\_  
Joseph W. Neeb, City Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dr. Richard Chamberlain, DrPH, MPH, CPHA, CPM, CHW, RS  
Director of Public Health

Date

### **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 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 at least 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](mailto: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.