

**SUBRECIPIENT AGREEMENT GATEWAY COMMUNITY HEALTH CENTER, INC.  
V.I.D.A. PROJECT**

This Subrecipient Agreement (“Agreement”) is entered into by and between the City of Laredo Public Health Department (“CLPHD”), acting as the pass-through entity, and Gateway Community Health Center, Inc. (“Gateway”), acting as the subrecipient.

**PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which Gateway shall carry out programmatic activities in support of the V.I.D.A. Project. The project is intended to improve access to breast cancer screening, Hepatitis C screening, patient navigation, outreach, and advocacy services for residents of Zapata, Jim Hogg, and Webb counties.

**PERIOD OF PERFORMANCE**

The period of performance for this Agreement shall be two (2) years will commence on January 1, 2026 and will continue until December 31, 2027, unless terminated earlier in accordance with this Agreement; either party may terminate this agreement by giving thirty (30) days written notice.

**PASS - THROUGH ENTITY RESPONSIBILITIES**

CLPHD shall be responsible for the following, subject to funding availability and compliance with applicable regulations:

1. Provide funding for two (2) Medical Office Assistant Navigator positions to support the V.I.D.A. Project, located in Zapata County and Jim Hogg County.
2. Provide training and technical assistance to Gateway staff in accordance with V.I.D.A. Project guide lines, protocols, and reporting requirements.
3. Reimburse Gateway for screening mammography services only, at the Medicaid reimbursement rate, for:
  - a. A minimum of two hundred (200) patients annually in Zapata and Jim Hogg counties combined
  - b. A minimum of one hundred (100) patients annually in Webb County
4. Reimburse Gateway for Hepatitis C screening tests (Hepatitis C antibody with reflex RNA testing) for a minimum of three hundred (300) patients in Zapata and Jim Hogg counties.
5. Provide funding for transportation assistance for up to one hundred fifty (150) patients traveling from Zapata and Jim Hogg counties for mammography services, based on TSI-6 scores and eligibility criteria.

## **SUBRECIPIENT RESPONSIBILITIES**

Gateway agrees to carry out the following activities in compliance with this Agreement:

1. Hire and/or train two (2) Medical Office Assistant Navigators to support the V.I.D.A. Project, located in Zapata County and Jim Hogg County.
2. Provide screening mammography services only, at the Medicaid reimbursement rate, for:
  - a. A minimum of two hundred (200) patients annually in Zapata and Jim Hogg counties combined
  - b. A minimum of one hundred (100) patients annually in Webb County
3. Provide Hepatitis C screening tests (Hepatitis C antibody with reflex RNA testing) for a minimum of three hundred (300) patients in Zapata and Jim Hogg counties.
4. Administer and distribute transportation assistance to eligible patients from Zapata and Jim Hogg counties based on TSI-6 scores, for up to one hundred fifty (150) patients.
5. Complete and submit all required programmatic, performance, and financial reports in accordance with V.I.D.A. Project objectives, time lines, and requirements established by CLPHD.
6. Conduct and complete a minimum of four (4) outreach and educational events in Zapata County and Jim Hogg County during the period of performance.

## **PERFORMANCE STANDARDS AND FUNDING CONDITIONS**

The service numbers identified in this Agreement represent minimum required performance targets. Failure to meet these minimum requirements, submit required reports, or comply with project obligations may result in corrective action, reduction of funds, or termination of this Agreement.

Service volumes for screening mammography and Hepatitis C testing may be increased if additional funds become available and upon written approval by CLPHD.

## **INVOICING AND PAYMENT**

Gateway shall submit invoices to CLPHD on a monthly basis. Invoices must be received no later than the first ten (10) calendar days of the subsequent month following the month in which services were provided, unless otherwise approved in writing by CLPHD.

All costs submitted for reimbursement must be allowable, reasonable, allocable, and necessary in accordance with 2 CFR Part 200. Submission of an invoice does not guarantee payment.

Reimbursement is contingent upon verification of services, compliance with performance standards, satisfactory reporting, and availability of funds for up to **\$152,936.00**.

## **AUDIT, MONITORING, AND ACCESS TO RECORDS**

CLPHD shall monitor Gateway's performance to ensure compliance with this Agreement and applicable regulations. Gateway agrees to cooperate with monitoring activities, including site visits, desk reviews, and records reviews.

Gateway's records related to this Agreement are subject to audit or examination by CLPHD, the City of Laredo, and state or federal authorities as required under 2 CFR Part 200.

## **RECORDS RETENTION**

Gateway shall retain all financial, programmatic, and supporting records related to this Agreement for a minimum of five (5) years following the end of the period of performance or longer if required by funding source regulations, audit findings, or litigation.

## **COMPLIANCE WITH FEDERAL REQUIREMENTS**

Gateway shall comply with all applicable federal, state, and local laws, regulations, and grant conditions, including but not limited to 2 CFR Part 200. Failure to comply shall constitute a material breach of this Agreement.

## **INDEMNIFICATION**

To the fullest extent permitted by Texas law, Gateway shall indemnify, defend, and hold harmless the City of Laredo, Texas, its elected and appointed officials, officers, employees, agents, and volunteers (collectively, the "City") from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to (i) Gateway's performance or non-performance of this Agreement; (ii) the acts or omissions of Gateway, its officers, employees, contractors, agents, or volunteers in carrying out programmatic activities in support of the V.I.D.A. Project, including but not limited to breast cancer screening, Hepatitis C screening, patient navigation, outreach, advocacy services, or related activities; (iii) any allegation of professional negligence, malpractice, or failure to comply with applicable federal, state, or local laws, regulations, or standards governing healthcare services, patient privacy, or public health programs; or (iv) any breach of this Agreement by Gateway.

This indemnification obligation shall apply regardless of whether the claim is alleged to be caused in part by the City, except to the extent caused by the sole negligence or willful misconduct of the City, and shall survive the expiration or termination of this Agreement.

## **INSURANCE**

The City of Laredo does not require Gateway to obtain, maintain, or provide proof of any insurance coverage in connection with this Agreement. The City's sole role under this Agreement is the provision of grant funds for programmatic purposes related to the V.I.D.A. Project, and the City does not exercise control over the manner or means by which Gateway conducts its operations or delivers services.

Gateway shall be solely responsible for determining, obtaining, and maintaining any insurance coverage it deems necessary or appropriate for its operations, employees, contractors, volunteers, and programmatic activities conducted under this Agreement, including any professional, medical, or general liability coverage required by law or prudent practice. The City makes no representation or warranty regarding the adequacy of any such insurance and assumes no responsibility for monitoring or enforcing Gateway's insurance obligations.

Nothing in this Agreement shall be construed as creating an employer-employee relationship, joint venture, partnership, or agency relationship between the City and Gateway, or as imposing any duty upon the City to supervise, insure, or manage Gateway's activities or personnel.

## **TERMINATION**

CLPHD may terminate this Agreement for cause or convenience upon thirty (30) day written notice in accordance with applicable policies and funding requirements. Termination may include repayment of disallowed cost.

## **AMENDMENTS**

This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

## **HIPAA AGREEMENT**

(See attached Addendum for Contractors under the Health Insurance Portability and Accountability Act of 1996)

SIGNED, accepted, and agreed to this \_day of \_\_\_\_\_, 2026, by the undersigned parties, executed in duplicate by authorized representatives.

CITY OF LAREDO

GATEWAY COMMUNITY HEALTH CENTER INC.

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

By: \_\_\_\_\_  
Elmo Lopez, Jr.                      Date  
Chief Executive Officer

RECOMMENDED

By: \_\_\_\_\_  
Richard A. Chamberlain,    Date  
DrPH, MPH, DipACLM, CPM, CHW, LCI, RS  
Director of Public Health

APPROVED AS TO FORM  
Doanh T. Nguyen, City Attorney

By: \_\_\_\_\_  
Amber R. Holmes                      Date  
Assistant City Attorney

ATTESTED

By: \_\_\_\_\_  
Mario I. Maldonado, Jr.    Date  
City Secretary

## **HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

This is a HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (Hereinafter “HIPAA”) Business Associate Agreement made between **Gateway Community Health Center Inc.**, Business Associate (hereinafter “BA”) and the undersigned City of Laredo through its City of Laredo Health Department-Covered Entity , (hereinafter “CE”), in consideration of the use and disclosure of Protected Health Information (hereinafter “PHI”) on behalf of the CE, in accordance with the Standards for Privacy of Individually Identifiable Health Information pursuant to the Health Insurance Portability Act of 1996 (HIPAA).

### **RECITALS**

That it is the desired intention of the CE to disclose certain information to the BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI.

Other than limitations set forth in this agreement, the forthwith BA may use or disclose HI solely to perform the agreed upon services contracted with the CE.

The HIPAA Regulations, 45 C.F.R. § 164.502 (e)(2), requires the CE to enter into an agreement with the BA prior to disclosure of PHI that contains the specific requirements set forth in 45 C.F.R. §§ 164.502(e) and 164.504(e). In accordance with the HIPAA Regulations, these specific requirements are contained in this Business Associate Agreement.

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate (BA) Agrees to the following:

1. Except as otherwise limited in this Agreement, the BA may not use or disclose PHI other than what is permitted or required by this Agreement or is required by law.
2. To use all of the necessary and essential safeguards in a permitted disclosure in no other manner that would not constitute a violation of the Privacy Rule if disclosed by the BA.
3. To report to the CE any use or disclosure of the **PHI** not provided for by this Agreement
4. within five (5) days of becoming aware of such disclosure.
5. To ensure that the BA make a proper accounting of all information of the PHI and maintain all of its internal practices, books and records relating to the use and disclosure of PHI received from or created; or received by the BA on behalf of the CE and make available to the Secretary of Health and Human Services 200 Independence Avenue, S. W., Washington D.C., 20201 or by telephone at (800) 368-1019 , so as to determine the CE' s HIPAA compliance status.
6. The BA shall take the appropriate safeguards necessary to prevent the use or disclosure of PHI.
7. All agents of the BA shall additionally comply and agree in writing to comply with the same restrictions and conditions incumbent upon the BA with respect to the PHI. As additional assurance of this compliance, the BA shall implement and impose sanctions against any agents or subcontractors who violate these restrictions or conditions of any such violation.
- 8.

## OBLIGATIONS OF COVERED ENTITY (CE)

That the CE shall be responsible for using all necessary and appropriate safeguards in order to ensure and maintain confidentiality, privacy and the utmost security of PHI transmitted to the BA pursuant to this Business Associate Agreement and furthermore shall notify the BA of any existing restrictions as to the use or disclosure of any PHI including any known changes in or revocations of permission by any individual whose PHI is transmitted to such extent that such changes may affect the BA use or disclosure of this PHI.

## TERM AND TERMINATION

The term of this Agreement shall be effective and shall remain in force for the duration of the professional services agreement between the parties. Upon any material breach by the BA where a cure is not possible the CE may immediately terminate this Agreement. Thereafter all PHI shall be returned to the CE by the BA.

In WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the following directive.

COVERED ENTITY:  
City of Laredo Public Health Department

BUSINESS ASSOCIATE:  
Gateway Community Health Care Inc.

\_\_\_\_\_  
Richard A. Chamberlain, DrPH, MPH,  
DipACLM, CPM, CHW, LCI, RS  
Director of Public Health

\_\_\_\_\_  
Elmo Lopez, Jr.  
Chief Executive Officer

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

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