

Amendment to Contract

1. This amendment ("Amendment") is made by Women's Health and Family Planning Association of Texas dba Every Body Texas ("Every Body Texas") and City of Laredo Public Health ("Sub-recipient"), parties to the agreement "WHFPT Sub-Recipient Contract" dated 5/22/2025 ("Agreement").
2. The Agreement is amended as follows:

Section 2.1 is replaced in its entirety with the following provision:

Section 2.1 Sub-recipient shall provide Project Services to 1602 during the April 1, 2025 – March 31, 2026 performance period at the designated Title X service sites, and at such other sites and locations where clients receive family planning services that support the goals of the Project.

Section 4.1 is replaced in its entirety with the following provision:

Section 4.1 The amount of the Title X grant funds to be paid to the Sub-recipient by Every Body Texas pursuant to this Agreement is \$123,539 in the aggregate, according to the following terms and conditions.

(a) The parties acknowledge and agree that all payments made by Every Body Texas to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 4.2 below.

(b) Every Body Texas shall remit the Base Amount to the Sub-recipient in monthly installments. Payment shall be made no later than the 15th of every calendar month during the Term of Agreement. Every Body Texas's obligation to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to Every Body Texas of grant funds by DHHS for the Project with respect to the relevant portion of the performance period beginning 4/1/2025. To the extent such grant funds are not disbursed, then Every Body Texas's obligation to pay the Base Amount to the Sub-recipient shall be deferred until such grant funds are received.

(c) If there is an increase in federal financial assistance awarded to Every Body via an additional Notice of Award, Every Body Texas will attempt to increase the amount

of Title X grant funds to be paid to the Sub-recipient in a manner which is commensurate to the increase in federal financial assistance offered to Every Body Texas.

(d) The Sub-Recipient acknowledges that if there are no increases in federal financial assistance, the Sub-Recipient must still meet the obligations of this Sub-Recipient Contract.

(e) It shall be a condition precedent to Sub-recipient's right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all programmatic and/or fiscal reports and client data required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by Every Body Texas in its sole discretion.

(f) The Base Amount will be earned by the Sub-recipient by providing Project Services to unduplicated clients (Client Quota) 1602 during the Term of Agreement. The definition of a family planning client is described in the definitions for the completion of the DHHS Title X Family Planning Annual Report (FPAR) and in Every Body Texas's Data Manual. Each client will be counted at their first visit during the Term of Agreement and will earn \$72.88 toward the satisfaction of the Base Amount.

(g) Sub-recipient must submit all client data for the Term of Agreement no later than forty-five (45) days from the end of the Term of Agreement (March 31, 2026). After this date Sub-recipient contract performance will be determined based on client data reported.

(h) Should the Sub-recipient exceed its Client Quota during the Term of Agreement, based on the availability of funds, Every Body Texas will provide additional funding for all or a portion of clients served beyond the Sub-recipient Client Quota. Sub-recipient acceptance of additional funds will serve to fulfill Every Body Texas's obligation to the Sub-recipient for the Term of Agreement.

(i) Should the Sub-recipient fail to achieve its Client Quota, based on the number of clients served during the Term of Agreement, multiplied by the Per Client Rate, the Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within sixty (60) days from the end of the Term of Agreement.

(j) If the Sub-recipient has a deferred support account and the Agreement is terminated and Every Body Texas and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within thirty (30) days of Every Body Texas's written determination. Special permission may be granted by Every Body Texas to pay via a payment plan with the last payment due at or before the close of the grant period.

**Every Body Texas
SUB-RECIPIENT CONTRACT Amendment**

Every Body Texas

City of Laredo Public Health

By: 

Printed Name: Kristie Bardell
Title: Chief Executive officer
Date: 10/7/2025

By:
Printed Name:
Title:
Date:

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first written above.