

Every Body Texas SUB-RECIPIENT CONTRACT

THIS AGREEMENT (“Agreement”) establishes the arrangement between Women’s Health and Family Planning Association of Texas d.b.a. Every Body Texas, a Texas nonprofit corporation, with its principal offices located in Austin, Texas, and Sub-recipient: City of Laredo Public Health (“Sub-recipient”), a nonprofit corporation with its principal office located at 2600 Cedar Avenue, Employer Identification No.: 74-6001573 , Unique Entity ID.: HWX7C56NNUV1, to implement the Every Body Texas Title X project for the 4/1/2025 through 3/31/2026 grant period, consistent with the applicable requirements of the federal and state rules and regulations.

RECITALS

WHEREAS, Every Body Texas was awarded federal financial assistance in the amount of 7038901 from the U.S. Department of Health and Human Services ("DHHS") on 4/1/2025 pursuant to the provisions of the Public Health Service Act (42 U.S.C. 300, et seq.) ("Act") to manage the Project for the provision of family planning services (Assistance Listing Number 93.217) in the State of Texas (Federal Award Identification Number (FAIN) FPHPA 006521-04-00) for the period of performance 4/1/2025 through 3/31/2026.

WHEREAS, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, educational, and outreach services in the area of family planning.

WHEREAS, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical counseling, educational, and outreach activities in the area of family planning (“Project Services”), financed in whole or in part by the grant award pursuant to the Act in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals, policies, procedures, and standard statements of Every Body Texas.

WHEREAS, Subrecipient shall not provide abortion as a method of family planning and is prohibited from using any Project resources to perform or promote such procedures.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – TERM OF AGREEMENT

Section 1.1 This Agreement shall be in effect for a term of 12 months commencing on 4/1/2025 until 3/31/2026 unless earlier terminated as provided elsewhere herein upon delivery of written notice by Every Body Texas to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.

ARTICLE II – SCOPE OF WORK OF SUB-RECIPIENT

Section 2.1 Sub-recipient shall provide Project Services to unduplicated clients 729 during the 4/1/2025 – 3/31/2026 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 2.2 In the event that Sub-recipient provides Project Services to the minimum number of unduplicated clients prior to the end of the Term of Agreement, Sub-recipient shall nonetheless continue to provide Project Services and submit client data through the end of the Term. Every Body Texas must be immediately notified in writing if Sub-recipient is unable to provide family planning services to all individuals seeking such services.

Section 2.3 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

(a) Sub-recipient shall provide all Food and Drug Administration (FDA)-approved methods of contraception, including long-acting reversible contraceptive methods, natural family planning, and emergency contraception. If Sub-recipient cannot provide all methods of contraception on-site, Sub-recipient must immediately notify Every Body Texas in writing. For methods not available on-site sub-recipients must provide a prescription to the client for their method of choice or referrals to another provider, as requested.

(b) Sub-recipient shall provide voluntary, confidential family planning services to all who request it, regardless of religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status. Sub-recipient shall ensure that acceptance of services may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the recipient.

(c) Sub-recipient shall provide all services in a manner which protects the individual client's privacy and dignity.

(d) Sub-recipient shall provide Project Services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning.

(e) Sub-recipient shall ensure all persons' freedom of choice of contraceptive method as long as there are no medical contraindications to the method selected.

(f) Sub-recipients shall obtain sufficient informed consent from all clients.

(g) Sub-recipient shall offer all laboratory services on-site or through a contractual or referral arrangement consistent with Title X guidelines. Sub-recipient must assure that the provision of all pharmaceuticals on-site is done so in a manner consistent with all rules and regulations of the State of Texas.

(h) Sub-recipient shall ensure that priority in the provision of services will be given to persons from a "Low-Income Family", a family whose total annual income does not exceed 100 percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2). "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the project director, are unable, for good reasons, to pay for family planning services. unless otherwise defined by applicable DHHS regulations. Sub-recipient shall ensure that no charge will be made for family planning services provided to any person from a Low-Income Family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. Any charge made for services hereunder shall be made in compliance with DHHS regulations and the Every Body Texas Title X Policy on Client Fee Guidelines. Sub-recipient will submit to Every Body Texas on an annual basis, its fee schedule, schedule of discounts, and policies and procedures related to client fees.

(i) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.

(j) Sub-recipient shall develop, manage, and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act ("DHHS Regulations"), applicable legislative mandates, applicable DHHS policies, procedures, conditions, and standards, as amended from time to time, OPA Title X Program Handbook; Providing Quality Family Planning Services (QFP); 42 U.S.C. §256b, as applicable (340B drug pricing agreements); 2 CFR Part 200 and 45 CFR 75, as applicable; 1 TAC Chapter 382, as applicable (Women's Health Services rules); 1 TAC Chapter 371, Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and Every Body Texas Title X Policy and Procedure Manual, as amended from time to time. In addition, the Sub-recipient's Project shall conform to Every Body Texas's Medical Standards ("Medical Standards").

(k) Sub-recipient shall provide services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(l) Sub-recipient shall coordinate and establish referral arrangements with primary healthcare providers, other providers of healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs, who are in close physical proximity to Sub-recipient Title X service site(s), when feasible, in order to promote access to services and provide a seamless continuum of care. If Sub-recipient subcontracts any of the core family planning services under the Title X project, Sub-recipient shall submit a copy of its written agreement with the subcontractor for prior approval by Every Body Texas.

(m) Sub-recipient shall establish and implement planned activities to facilitate opportunities for community education, participation, and engagement designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services, and to promote continuing participation in the Project by persons to whom family planning services may be beneficial to ensure access to equitable, affordable, client-centered, quality family planning services. . All informational or educational material(s) utilized by Sub-recipient in connection with the Project shall be in accordance with the Every Body Texas's Information and Education Material Review Guidance.

(n) Sub-recipient shall acknowledge federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents -- such as tool-kits, resource guides, websites, and presentations -- describing the projects or programs funded in whole or in part with HHS federal funds, the sub-recipient must clearly state the percentage and dollar amount of the total costs of the program or project funded with federal money and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. When issuing statements resulting from activities supported by HHS financial assistance, the sub-recipient entity must include an acknowledgement of federal assistance as outlined in Every Body Texas's Title X Policies and Procedures Manual.

(o) Sub-recipient shall provide Title X orientation and in-service training for its family planning program personnel, volunteers, and Board of Directors and/or other governing body in accordance with Every Body Texas's Title X Policies and Procedures Manual.

(p) Sub-recipient shall ensure attendance by a minimum of two (2) staff members, one (1) of which is a direct service provider, at the Every Body Texas Title X Conference. Participation in Every Body Texas's other training opportunities are highly encouraged.

(q) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(r) Sub-recipient shall provide accurate and timely information on the clients served and services provided through Every Body Texas's central data processing agreement with Ahlers and Associates by the 15th day of the following month.

(s) Sub-recipient shall maintain confidentiality and security of all client records, including the reports of those clients served in non-traditional settings, in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 & 164) as amended from time to time (collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from a Low-Income Family will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to clients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(t) Sub-recipient shall not provide abortion as a method of family planning and is prohibited from providing services that directly facilitate the use of abortion as a method of family planning, such as providing transportation for an abortion, explaining and obtaining signed abortion consent forms from clients interested in abortions, negotiating a reduction in fees for an abortion, and scheduling or arranging for the performance of an abortion, promoting or advocating abortion within Title X program activities. Sub-recipient may not provide pregnancy options counseling which promotes abortion or encourages persons to obtain abortion, although they may provide clients with complete factual information about all medical options and the accompanying risks and benefits. Sub-recipient may provide a referral for abortion, which may include providing a patient with the name, address, telephone number, and other relevant factual information about an abortion provider.

ARTICLE III – SCOPE OF WORK BY Every Body Texas

Section 3.1 Every Body Texas shall advise Sub-recipients of all changes in federal requirements and guidelines which relate to the development and implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 3.2 Every Body Texas shall monitor programmatic, clinical, and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services

and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on Every Body Texas's findings.

Section 3.3 Based on information obtained as a result of Every Body Texas staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and client data, Every Body Texas may recommend appropriate technical assistance and/or training. Every Body Texas shall work with Sub-recipient to obtain required and/or requested technical assistance and/or training at no or minimal cost to the Sub-recipient.

Section 3.4 Every Body Texas staff shall be available during normal business hours to Sub-recipient and on an ongoing basis to discuss policy and other questions related to the Project and Project Services.

Section 3.5 Every Body Texas shall ensure that Sub-recipient is eligible for 340B pharmacy purchasing system consistent with the rules and regulations of the DHHS Office of Pharmacy Affairs.

Section 3.6 Every Body Texas shall provide access to the Every Body Texas central data processing system provided by Ahlers and Associates.

ARTICLE IV – COMPENSATION

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 \$56214 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 obligations 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) The Sub-recipient may elect to have the monthly installments of its allocation disbursed via one of the options listed below:

- a. The base amount will be evenly distributed over the course of the 12 months of the Fiscal Year: ☐

- b. The base amount will be distributed over the course of the first 5 months of the Fiscal Year: ☐

(d) 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.

(e) 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.

(f) 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.

(g) The Base Amount will be earned by the Sub-recipient by providing Project Services to unduplicated clients (Client Quota) 729 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 \$77.11 toward the satisfaction of the Base Amount.

(h) 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 (3/31/2026). After this date Sub-recipient contract performance will be determined based on client data reported.

(i) 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.

(j) 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, a deferred support account for the amount the Sub-recipient under-earned will be established and must be acknowledged in the Sub-recipient's financial records. Every Body Texas and the Sub-recipient will develop a repayment plan, which may include offsetting debt by reducing the annual allocation amount and/or offsetting debt by exceeding the client quota. However, should a Sub-recipient fail to achieve its Client Quota in the final year of the period of performance a deferred support account will not be established and

the Sub-recipient shall pay to Every Body Texas the entire amount promptly and, in any event, within thirty (30) days of the end of the final grant period.

(k) 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.

Section 4.2 From time to time, Every Body Texas will administer Special Funds to Sub-recipients. Every Body Texas will inform Sub-recipients of the specific policies and procedures to access each fund. All clients benefiting from these funds must be documented in Every Body Texas's centralized data system. Every Body Texas provides these funds to Sub-recipients in addition to the Base Amount.

Section 4.3 All amounts paid to Every Body Texas by the Sub-recipient, which are subsequently found to be unallowable under the Act or DHHS regulations, shall be refunded by the Sub-recipient promptly after written notice is delivered.

Section 4.4 The collection and use of program income from the Project shall comply with DHHS Regulations and Every Body Texas Policies and Procedures. Sub-recipients shall report all such income to Every Body Texas as required for federal reporting.

ARTICLE V – REPORTING AND RETENTION OF RECORDS

Section 5.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant funds and program income.

Section 5.2 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to Every Body Texas to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal regulations. Such audit shall further be conducted in accordance with the applicable DHHS Grants Policy Statement 45 CFR Part 75, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to Every Body Texas. A copy of the completed audit report shall be made available to Every Body Texas within ninety (90) days of the completion of the audit.

Section 5.3 Sub-recipient shall provide to Every Body Texas family planning revenue information on a quarterly basis, based on instructions provided by Every Body Texas and in compliance with FPAR definitions. Sub-recipient shall, at Every Body Texas's request, make all Project, medical, and financial records available for review by Every Body Texas or DHHS.

Confidentiality and security of client information and/or data shall be maintained by both parties and their respective representatives and agents.

Section 5.4 Sub-recipient must report all required encounter level data for family planning services provided under the Project to the Every Body Texas centralized data system by the 15th day of the following month and in a format approved by Every Body Texas.

Section 5.5 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the Project for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 5.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to, the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

ARTICLE VI – GENERAL TERMS AND CONDITIONS

Section 6.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of Every Body Texas, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 6.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent, and copyrights to Every Body Texas.

Section 6.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 6.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 6.5 Unless otherwise specified in this Agreement, Sub-recipient shall acquire and maintain, for the duration of this Agreement, insurance coverage necessary to ensure proper fulfillment of this Agreement and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry.

Section 6.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollar (\$250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollar (\$250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollar (\$500,000) non-economic damages cap.

Section 6.7 The parties agree to the following indemnification provisions:

(a) Sub-recipient shall indemnify, defend, and hold harmless Every Body Texas and its Related Persons (collectively “Every Body Texas Indemnitees”) for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys’ fees and associated expenses) (collectively “Losses”), incurred or suffered by the Every Body Texas Indemnitees based upon, arising out of, or resulting from (1) the provision of Project Services or other activities by Sub-recipient, (2) the actions of Sub-recipient pursuant to this Agreement, or (3) any claims, investigations, audits, reviews, request for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Losses are not caused by a breach by Every Body Texas of its obligations under this Agreement. “Related Persons” means agents, officers, employees, directors of a person, and their respective affiliates.

(b) Every Body Texas shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively “Sub-recipient Indemnitees”) for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from Every Body Texas’s or its Related Persons’ material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, Every Body Texas shall not be liable for any Losses caused by, arising out of, or related to the Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of Every Body Texas and/or its Related Persons.

(d) The maximum amount of indemnifiable Losses pursuant to Section 6.7(a) and (b) shall equal all amounts paid by Every Body Texas to Sub-recipient pursuant to this Agreement.

Section 6.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by Every Body Texas in accordance with DHHS Regulations and procedures. For purposes of this Agreement, “Equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

Section 6.9 Sub-recipient shall give prompt notice to Every Body Texas of any audits, inspections, investigations, requests for records from any governmental agency or its designee, civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient’s assets or operations.

Section 6.10 Consistent with 45 C.F.R. § 75.113 Subrecipient must disclose, in a timely manner, in writing to Every Body Texas and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 6.11 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of the Federal “Certification Regarding Lobbying”, which provides that no federally appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer an employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any of the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

Section 6.12 Sub-recipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 6.13 Sub-recipient shall not use Title X funds to pay for salaries in excess of the Executive Level II of the Federal Executive Pay Scale. That Amount is \$225,700.00 . For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

Section 6.14 Consistent with 2 CFR 200.414 sub-recipient may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC). As described in 2 CFR 200.414(f), costs must be consistently charged as either indirect or direct costs but may not be double charged

or inconsistently charged as both. Sub-recipient may instead use an indirect cost rate approved by the Department of Health and Human Services (HHS) or another cognizant federal agency.

Section 6.15 Sub-recipient agrees to comply with all applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) and any related regulations. As part of this compliance, Sub-recipient shall provide, on an annual basis, a report to Every Body Texas listing the names and total compensation of the five highest-paid executives of Sub-recipient if in the preceding fiscal year Sub-recipient received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to the information. Sub-recipient acknowledges that failure to comply with this reporting requirement, including all applicable deadlines, may result in a breach of contract and may affect the eligibility for future funding.

Section 6.16 Consistent with CFR 200.216 subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

- (a) Procure or obtain,
- (b) Extend or renew a contract to procure or obtain; or
- (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

ARTICLE VII – TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS

Section 7.1 This Agreement shall terminate automatically if the Title X Grant to Every Body Texas, or any portion of such Grant designated by Every Body Texas for the Sub-recipient's

Project, is transferred to another entity, suspended, or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of Every Body Texas.

Section 7.2 This Agreement may be terminated by Every Body Texas upon sixty (60) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 7.3 In lieu of termination, Every Body Texas may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of Every Body Texas. If the noncompliance is not cured to Every Body Texas's satisfaction at the end of such specified period, Every Body Texas may suspend payments to Sub-recipient under this Agreement. Every Body Texas may also immediately suspend payments as a result of Sub-recipient's noncompliance at Every Body Texas's sole discretion. When Sub-recipient's noncompliance has been corrected to the satisfaction of Every Body Texas, payments under this Agreement shall be reinstated.

Section 7.4 During the Term of Agreement, if a Sub-recipient intends to terminate this agreement, or to discontinue Title X services at a service site, the Sub-recipient must notify Every Body Texas in writing ninety (90) days prior, but no less than sixty (60) days prior to taking any of these actions. In each case, Sub-recipient will comply with all Every Body Texas closure procedures, as outlined in Every Body Texas's Title X Policy and Procedure Manual. Any payable owed to Every Body Texas is due after termination, as outlined in Section 4.1(h) above.

Section 7.5 This Agreement may be terminated by Sub-recipient upon sixty (60) days prior written notice to Every Body Texas in the event that:

- (a) Every Body Texas breaches any material provision of this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 7.6 This Agreement may be terminated at any time by the mutual agreement of both the Sub-recipient and Every Body Texas.

Section 7.7 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for:

- (a) Obligations accrued for Project Services provided to unduplicated clients prior to the date of termination.
- (b) Obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term of Agreement.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1 Every Body Texas's Title X Project Director, who will serve as the Sub-recipient's initial point of contact, is designated as:

Name: Gina Barrios

Contact Information: Gina.Barrios@EveryBodyTexas.org

Section 8.2 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to Every Body Texas: 314 E. Highland Mall Blvd. Suite 400, Austin, TX 78752

If to Sub-recipient:

Or to other such address as either party shall specify to the other by advance written notice.

Section 8.3 Designated officials are appointed as follows:

(a) The Sub-recipient appoints Richard Chamberlain as its designated agent for administering its obligations under this Agreement.

(b) Every Body Texas appoints Chief Executive Officer , Krstie Bardell , as its designated agent for administering Every Body Texas's obligations under this Agreement.

(c) The individuals designated above are designated for the purpose of notice and convenience and, under no circumstance, shall either person identified be held personally or individually liable or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by Every Body Texas or Sub-recipient.

Section 8.4 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(a) All decisions rendered pursuant to termination herein.

(b) All actions for breach of this Agreement or noncompliance brought by either Every Body Texas or Sub-recipient.

(c) All other actions or claims asserted by Every Body Texas arising from management or administration of the Project by Sub-recipient.

(d) All other actions or claims asserted by Sub-recipient arising from Every Body Texas's management or administration of the Title X Grant.

Section 8.5 The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in the Texas Arbitration Act and that each party shall bear its own costs arising from the arbitration proceedings.

Section 8.6 This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

Section 8.7 Except as expressly provided herein, no delay or omission to exercise any right, power, or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

Section 8.8 Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to “including,” “includes,” and similar words shall be deemed to mean “including, without limitation”

Section 8.9 Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as Every Body Texas may deem necessary or desirable to effectuate the purpose of this Agreement.

Section 8.10 This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF)), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

Section 8.11 Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payer, or any other federal, state, or local government or agency, passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which

prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

Section 8.12 With respect to the subject matter herein, the Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.

Section 8.13 For auditing purposes, the current fiscal year of Every Body Texas is from 4/1/2025 through 3/31/2026. The current fiscal year for the Sub-recipient is 10/1/2025 through 9/30/2026.

**Every Body Texas
SUB-RECIPIENT CONTRACT**

Every Body Texas

City of Laredo Public Health

By:



Printed Name: Krstie Bardell

Title: Chief Executive Officer

Date: 5/2/2025 5:43:05 PM

By:

Printed Name: Richard Chamberlain

Title: Designated Agent

Date:

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