

SUBRECIPIENT AGREEMENT BETWEEN TARRANT COUNTY AND MID CITIES WOMEN'S CLINIC

This Subrecipient Agreement ("Agreement") is between Tarrant County (the "COUNTY"), a political subdivision of the State of Texas, and Mid Cities Women's Clinic ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective upon signature by both Parties ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to state and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("FRF Funds") authorized through ARPA (C.D.F.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic and economic recovery; and

WHEREAS, the COUNTY has received FRF Funds to respond to the continuous impact of COVID-19 as outlined in the Interim Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of FRF Funds in the form of Frequently Asked Questions and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT both find FRF Funds distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Interim Final Rule, subsequent final rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) and related expenditures outlined in this Agreement are eligible under current FRF Funds guidance and rules promulgated by the Treasury and find that the program(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic and economic recovery in Tarrant County.

THEREFORE, the Parties agree as follows:

I. SCOPE OF WORK

SUBRECIPIENT will use FRF Funds toward the new facility as outlined in APPENDIX A.

II. PAYMENT

The COUNTY shall make available up to **\$877,153.00 (EIGHT HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED AND FIFTY-THREE DOLLARS AND NO**

CENTS) to SUBRECIPIENT from the COUNTY'S FRF Funds for eligible expenses, reflected in APPENDIX B, and in accordance with the terms and conditions outlined below.

COUNTY approves and pays invoices within thirty (30) days of receipt of a complete and accurate request form. Errors in the request form, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Each request for payment must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. Invoice or draw request from SUBRECIPIENT contractor pertaining to request for payment

Within 30 days of receipt of payment by SUBRECIPIENT, SUBRECEIPIENT must provide to COUNTY:

- i. Proof of payment of invoice or draw request provided with request for payment
- ii. Copy of General Ledger reflecting receipt of payment from COUNTY and payment of same amount to SUBRECIPIENT contractor

SUBRECIPIENT agrees that COUNTY shall have the right to require SUBRECIPIENT to repay in full up to **\$877,153.00 (EIGHT HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED AND FIFTY-THREE DOLLARS AND NO CENTS)** to COUNTY should SUBRECIPIENT fail to fulfill the requirements as outlined herein and in APPENDIX A by the Agreement's termination date.

By June 30, 2024, SUBRECIPIENT shall provide to the COUNTY a plan to obligate any remaining funds by December 31, 2024. Any funds not expected to be obligated by December 31, 2024, shall be recaptured by the COUNTY.

III. TERM AND TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2024, unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT becomes excluded, debarred, or suspended from any state or federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The COUNTY may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving thirty (30) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Upon termination of the Agreement, all assets purchased under this Agreement shall transfer to the COUNTY for purposes outlined herein.

Within thirty (30) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a “Force Majeure Event”), the Party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. AMENDMENTS

This Agreement may not be amended without a written agreement; however, SUBRECIPIENT may move up to ten percent (10%) of allocated funds within and between any budget category without written approval of the COUNTY, except for equipment or indirect cost budget line items, if the movement is consistent with the total budget amount in APPENDIX A. To move any amount over and above a cumulative total of ten percent (10%) of allocated funds within or between any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of the same.

V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred

- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Agreement requirements
- v. Adequately identify the source and application of funds of each grant agreement
- vi. Generate current and accurate financial reports in accordance with agreement requirements

VI. COMPLIANCE WITH LAWS

SUBRECIPIENT must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

VII. DAVIS-BACON REPORTING AND ADDITIONAL REQUIREMENTS

Davis-Bacon prevailing wage requirements do apply to projects with a total project cost (not just the amount of this contract) of TEN MILLION DOLLARS (\$10,000,000.00) or greater. All SUBRECIPIENTS with applicable projects with TEN MILLION DOLLARS (\$10,000,000.00) or greater in total project costs are required to comply with the Davis-Bacon prevailing wage requirement and certify that they comply during quarterly reporting.

Additionally, 2 CFR 200.322 notes that SUBRECIPIENT should provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States, including but not limited to, iron, aluminum, steel, cement, and other manufactured products.

VIII. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (e.g., hard copies, computer-generated data) of the SUBRECIPIENT involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT'S obligations to COUNTY under this Agreement. The SUBRECIPIENT must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

IX. ALLOWABLE COSTS AND AVAILABILITY OF FUNDS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

Further, if at any time, FRF Funds are insufficient or unavailable, then COUNTY, upon providing written notice to SUBRECIPIENT, may terminate this agreement without penalty.

X. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with 2 CFR Part 200 Subpart F. This federal threshold amount includes federal funds passed through by way of State and local agency awards.

XI. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated

- iv. Adequate maintenance procedures must be developed to keep the property in good condition, and
- v. If the non-federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

XII. PERFORMANCE MEASUREMENT AND REGULAR REPORTING

SUBRECIPIENT shall provide reports to COUNTY as outlined in APPENDIX C. Additional measures may be established and reported on as mutually agreed to by SUBRECIPIENT and COUNTY. SUBRECIPIENT will submit fiscal, progress, programmatic, and other reports as requested by COUNTY in the approved format.

XIII. INDEMNITY

THE SUBRECIPIENT AGREES TO AND DOES HEREBY DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS, AND PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S USE OF THE LICENSED PREMISES AND THE PARK, (ii) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR (iii) ANY ACT OR OMISSION OF COMPANY OR ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS, RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT CAUSED, IN PART, BY THE NEGLIGENCE OF THE OFFICERS, AGENTS, REPRESENTATIVES, OR EMPLOYEES OF THE COUNTY.

SUBRECIPIENT shall maintain blanket fidelity coverage in the form of insurance or bond in the amount of this Agreement, to insure against loss from the fraud, theft, or dishonesty of any of SUBRECIPIENT'S officers, agents, trustees, directors, or employees. The proceeds of such bond shall be used to reimburse for all loss of FRF Funds occasioned by such misconduct. To effectuate such reimbursement, such bond shall include a rider stating that reimbursement for any loss or losses thereunder shall be made directly to the COUNTY for the uses and benefit of the COUNTY.

XIV. WAIVER OF IMMUNITY

If SUBRECIPIENT has or claims an immunity of exemption from and against liability for damages or injury, including death, to persons or property, SUBRECIPIENT expressly waives its rights to plead defensively such immunity or exemption as against the COUNTY. This section shall not be constructed to affect the COUNTY'S immunities under constitutional, statutory, or common law.

XV. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov).

XVI. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. All joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XVII. SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XVIII. ASSIGNMENT

SUBRECIPIENT may not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the COUNTY. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that the COUNTY has the right to inspect and approve in writing any proposed subcontracts between SUBRECIPIENT and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XIX. DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31st, 2026, all records relating to use of the FRF Funds described herein.

XX. FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295, attached as Appendix D, with the Texas Ethics Commission as required by law.

XXI. ANTI-BOYCOTT STATUTES

SUBRECIPIENT must adhere to Anti-Boycott Statutes if SUBRECIPIENT is a for-profit entity or business; SUBRECIPIENT has ten (10) or more full-time employees; and/or this Agreement has a value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or more that is to be paid wholly or partly from public funds of the government entity.

i. Boycott of Energy Companies Prohibited

In compliance with Section 2274.002 of the Texas Government Code, SUBRECIPIENT verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

ii. Boycott of Israel Prohibited

In compliance with Section 2271.002 of the Texas Government Code, SUBRECIPIENT verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" is defined by the Texas Government Code in Section 808.001(1).

iii. Discrimination Against Firearm Entities or Firearm Trade Associations (FTAs)

In compliance with Section 2274.002 of the Texas Government Code, SUBRECIPIENT verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or FTA; and will not discriminate during the term of the above-described Agreement against a firearm entity or FTA. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) of the Texas Government Code and means, with respect to the entity or association, to:

- (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- iv. Scrutinized Business Operations Prohibited
In compliance with Section 2252.152 of the Texas Government Code, SUBRECIPIENT warrants and represents that: neither SUBRECIPIENT nor any of its affiliates engages in scrutinized business operations in Sudan, Iran, or with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. SUBRECIPIENT further represents and warrants that neither SUBRECIPIENT nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

XXII. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO THE COUNTY:
County Administrator
100 E Weatherford
Fort Worth, Texas 76916

TO SUBRECIPIENT:
Michelle Gregory
201 Westpark Way
Euless, TX 76040

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXIII. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXIV. APPLICABLE LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. This exclusive venue for any action arising out of, in connection with, or in any way relating to this Agreement shall be in Tarrant County, Texas if filed in state court or the Northern District of Texas, Fort Worth Division if filed in federal court.

XXV. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

SIGNED AND EXECUTED this 12th day of September, 2023.

**COUNTY OF TARRANT
STATE OF TEXAS**

MID CITIES WOMEN'S CLINIC

Tim O'Hare
County Judge



Michelle Gregory
Executive Director

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS:

Criminal District Attorney's Office

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not reply on this approval. Instead, those parties should seek contract review from independent counsel.

APPENDIX A BACKGROUND/SCOPE OF WORK

Second Medical Clinic

As a result of the COVID-19 pandemic, demand for women's services at the Mid Cities Women's Clinic has increased by 16% from FY 21 to FY 22. The Mid Cities Women's Clinic will construct a second location in the city of Haslet to serve over 5,000 individuals annually. The new 7,000 medical clinic will provide maternal healthcare (ultrasounds, pregnancy tests, STI testing, sexual health counseling) as well as life coaching, parenting education, counseling, and material needs for parents (clothing, diapers, living essentials).

Eligible expenses incurred by organization between January 1, 2023, and the termination of this agreement include the purchase of land; architectural and engineering services; construction; and furniture, fixtures, and equipment.

**APPENDIX B
BUDGET**

Category	Total Program Budget
Personnel	\$0.00
Fringe	\$0.00
Travel	\$0.00
Equipment/Capital	\$577,153.00
Supplies	\$0.00
Contractual	\$300,000.00
Total	\$877,153

APPENDIX C
EVALUATION MATRIX/REPORTING

Required Reporting Dates:

Quarterly Report Periods		Report Due
First	July 1- Sept 30	Oct 15
Second	Oct 1- Dec 31	Jan 15
Third	Jan 1- Mar 31	April 15
Fourth	April 1- Jun 30	July 15

Annual Report Periods		Report Due Date
Year 1	July 1, 2022- June 30, 2023	July 15, 2023
Year 2	July 1, 2023- June 30, 2024	July 15, 2024
Year 3	July 1, 2024- June 30, 2025	July 15, 2025

APPENDIX D
FORM 1295