

MEMORANDUM OF AGREEMENT
Between Healthy Futures of Texas and Hidalgo County Court
For the Talk About It Texas Project

Funder: Office of Population Affairs
Award# 1 TP1AH000284-01-00

I. Purpose

This Agreement (this "Agreement") is hereby entered into as of this 20th day of October 2023, by and between Healthy Futures of Texas (hereinafter "HFTX"), a non-profit organization and the Hidalgo County Courts (hereinafter "Partner"), (hereinafter collectively referred to as the Parties), and hereby establishes an agreement for the purpose of improving sexual and reproductive health outcomes, promote positive youth development, and advance health equity for adolescents, their families, and communities through the replication of medically accurate and age-appropriate evidence-based teen pregnancy prevention programs.

II. Key Contacts

The key contacts for each party are listed below. These individuals are responsible for ensuring the conduct of the activities listed below. Any changes to key contact information will be communicated within a timely manner.

Healthy Futures of Texas
Ginger Mullaney
Chief Mission Officer
gmullaney@healthyfutures-tx.org
210-223-4589
2300 W Commerce Street
San Antonio, TX 78207

Hidalgo County Court
Honorable Renee R. Betancourt
449th District Court Judge
email:Renee.Betancourt@co.hidalgo.tx.us
phone# 956-381-0744
1001 North Doolittle Rd.
Edinburg, TX 78542

III. Joint Acknowledgements

- a. The Parties recognize that teen pregnancy has an impact on youth completion, school attendance, and academic performance. The Parties further recognize that enhancing the collaboration between HFTX and Partner is essential for providing evidence-based programs for teen pregnancy prevention for youth, families and communities served by the Partner.
- b. The parties recognize that HFTX will contract third parties to provide training and technical assistance for both HFTX and Partner, and third parties to evaluate the programs implemented in the Partner. The Partner will cooperate with these

agencies as described in Section V and will notify HFTX of any issues that would affect the relationship between the third parties and the Partner or between HFTX and the Partner.

c. The parties recognize that:

1. HFTX will hire a Program Coordinator to serve as point of contact for project related activities including but not limited to coordination to implement programs, support recruitment, conduct outreach, and refer students to needed services.
2. The funding agency allows the program to begin implementation at the Partner prior to January 1, 2024.
3. The implementation plan for the Partner will be negotiated between HFTX and the Partner, to maximize access to partner site programming and success of the program. The implementation plan may include, but is not limited to, presentations, events, and communications via social media and other platforms to reach the Partners clients.

IV. Term of Agreement

This Agreement becomes effective immediately upon execution by HFTX and Partner, and shall terminate on June 30, 2028, unless terminated by either party hereto in accordance with Section XV of this Agreement, with the possibility of a yearly renewal.

V. Independent Contractors

Both organizations are separate and independent organizations that agree to work cooperatively to provide services to youth aged 10-24 served by the Partner, per the HFTX proposal to the Office of Population Affairs.

Nothing herein shall be construed to create an employer-employee, partnership, agency, joint venture or any other relationship between HFTX and Partner or between HFTX and Partner's employees or contractors. Partner shall act solely in the capacity as a collaborating organization, and in consequence shall not have authority to act for HFTX or to give instructions or orders on behalf of HFTX or to make any decisions or commitments for or on behalf of HFTX. Partner's employees and contractors will not represent to be or hold themselves out as an agent or employee of HFTX. Partner acknowledges full responsibility for Partner and Partner's employees under applicable law. Partner and Partner's employees are under no circumstances entitled by reason of this Agreement to any of the benefits afforded under any employee benefit or other plan of HFTX or its affiliates.

VI. Responsibilities

In fulfilling the purpose of this Agreement, the parties mutually agree to participate in and be responsible for activities as follows:

a. Healthy Futures of Texas

1. HFTX will serve as the leader of the project team and be responsible for communication and collaboration with Partner regarding the progress and success of the project, complete all reports to the funder, and assess project activities for continuous quality improvement.
2. HFTX will oversee all project activities and have overall responsibility for achievement of project goals and objectives. HFTX will meet quarterly with the Partner, including Leadership, to provide training and technical assistance and to review progress and completion of project activities.
3. HFTX will work with Partner to perform a needs and resources assessment of the Partner community.
4. HFTX, through its staff and contractors, will provide copies of the chosen and effective curriculum, as well as training and technical assistance for site staff to facilitate programs.
5. HFTX, through its staff and contractors, will provide training and technical assistance for site staff on the referral system.
6. HFTX, through its contractor, will complete an evaluation of the project and the curriculum, including administration of student questionnaires, as well as facilitator observation and fidelity monitoring.
7. HFTX will lead a process of continuous quality improvement to assure high quality of all project activities.
8. HFTX will provide compensation to Partner as outlined in Section X.

b. Partner

1. Partner will collaborate with HFTX during the planning phase to ensure Partner, youth and community support. Partner and other appropriate personnel will meet with HFTX project staff and contractors initially and periodically, as needed, to ensure the success of the project.
2. Partner will participate in the project's Community Oversight Board to support learning and expanded discussion about community needs.
3. Partner will work with HFTX to complete the Getting to Outcomes process to identify an evidence-based program or programs for Partner's clientele.
4. Partner will provide a single point of contact, ordinarily the Partner's Coordinator, to work in conjunction with HFTX and HFTX's training and evaluation contractors to plan and schedule curriculum sessions; conduct student engagement activities; coordinate training of instructors and other Partner staff; and provide data for program evaluation purposes.
5. Partner will distribute outreach information to students about the program through its communication networks.

6. Partner will provide a plan for scheduling participants to complete educational programs and staff participation in professional development opportunities. Partner will work with HFTX Coordinator to develop implementation plans semi-annually to be submitted no later than December 1, 2023 and June 1, 2024.
7. Partner will allocate appropriate resources and time to ensure that Partner's supporting staff is able to receive formal training from HFTX (if applicable) and able to attend professional development opportunities offered through the project.
8. Partner will allocate appropriate resources and time to ensure program implementation, including, but not limited to, computer labs, location(s) with tables/desks are available for program implementation.
9. Partner will implement the approved evidence-based/evidence-informed educational programs with a minimum of 50 youth each grant period, with fidelity to the program and its principles.
 - a. Participants must at minimum complete 75% of the intended dosage of the curriculum
 1. Each evidence-based program requires a different minimum dosage. The completion rate and minimum dosage rate (75%) will be established once a program is selected.
10. Partner will support clinical referrals, with the goal of connecting youth clients and their families to low-cost/no cost services as identified by the HFTX Project team.
11. Partner will allow the project's independent evaluator to conduct an evaluation of the program activities in order to assess student knowledge, attitudes, and behaviors.
 - i. Evaluation tools include surveys, focus groups, and interviews
 1. Entry and Exit surveys are collected prior to and after program participation
 2. All evaluation tools and measures are voluntary
 3. Participant responses will remain anonymous and confidential
12. The Partner will support the independent evaluator by conducting Entry, Exit, and follow up surveys, in order to maximize the number of students who complete the required evaluation instruments.

VII. Records

Partner agrees to retain its records for a minimum of four (4) years following termination of the agreement, unless there is an ongoing dispute under the agreement, in which case such retention period shall extend until final resolution of the dispute. Partner's "Records" include any and all information, materials and data of every kind and character generated as a result of the work under this agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, correspondence, meeting notes, subscriptions, agreements, purchase orders, contracts, commitments, arrangements, reports, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may reasonably pertain to any matters, rights, duties or obligations under the agreement.

VIII. Audit

Partner grants HFTX, Office of Population Affairs, or their designees the right to audit, examine or inspect ("Audit"), at the HFTX's election, all of Partner's records relating to the performance of the Agreement during its term and subsequent retention period. HFTX agrees that it will exercise this right only during regular business hours. Partner agrees to allow access to all Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Partner also agrees to provide adequate and appropriate workspace necessary to conduct Audits.

IX. Flow-Down Clause

Partner agrees to comply with all Grant Compliance Requirements that by their terms apply to the agreement and accepts the flow-down of any and all such requirements imposed on HFTX under the Grant that are not clearly inapplicable to the scope of the Agreement.

X. Compensation

As full and complete compensation for Partner's obligations and services to be performed under this Agreement, the Partner shall be compensated according to the budget finalized by HFTX not to exceed a total of \$15,000 in the first year, issued as deliverables are met, as follows. The scope of work and deliverable schedule for payments follows as attachment A: Scope of Work.

The Partner shall submit an invoice to HFTX on the following billing schedule.

Year One (July 1, 2023 to June 30, 2024): \$3,000.00

Year Two (July 1, 2024 to June 30, 2025): \$3,000.00

Year Three (July 1, 2025 to June 30, 2026): \$3,000.00

Year Four (July 1, 2026 to June 30, 2027): \$3,000.00

Year Five (July 1, 2027 to June 30, 2028): \$3,000.00

Partner shall invoice HFTX using Partner's detailed general ledger standard invoice or on a form provided by HFTX. Parties understand that failure to meet expected deliverables will result in relinquishing a portion of the contracted amount. In the event that Partner is unable to meet the expected goal of participants served, HFTX will prorate the final payment in accordance with the number of participants served.

The Parties agree and understand that HFTX expects to pay all obligations of this Agreement from funds received through the Office of Population Affairs grant. Accordingly, if funding is not received by HFTX in a sufficient amount to pay any of HFTX's obligations under the terms of this Agreement,

then this Agreement will terminate and neither HFTX nor Partner will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement. Notwithstanding any provision to the contrary, Contractor will not be obligated to make any payment to Partner if and for so long as Partner is in breach or default under this Agreement.

XI. Reports

Partner shall provide all reports (programmatic and financial) required by the Grant at least two weeks before the reporting deadlines. This project has a semi-annual reporting schedule.

January 31st and July 31st of each year and a final report due 120 days after the project completion in 2028.

Partner will work with HFTX to identify reporting requirements for each reporting period, which are likely to be the number of youth served, a description of successes, challenges and barriers, and list of project related activities.

If there are no specific Grant requirements of reports by Partners, then Partner shall nevertheless make such reports to HFTX as are required by this Agreement as well as any other reports, whether or not specified, that are reasonably required to enable HFTX to make any reports required of HFTX under the Grant, at least two week prior to the due date of any HFTX report.

All reports shall be in a form required by the Funder and/or usable by HFTX in compiling its own Grant-required reports and shall be complete and accurate in their content.

XII. Notice of Break and Termination for Cause.

If a Party fails to fully perform its duties or meet a requirement of this MOU, the Party is in default, and the other Party will have the right to terminate this MOU. Except as described below, to terminate the MOU, the non-defaulting Party must give the defaulting Party notice of its failure to perform its duties or meet the MOU's requirements. Upon receipt of such notice, the defaulting Party will have 30 days to cure the default to the non-defaulting Party's satisfaction. If the defaulting Party does not cure the default within this time period, then the non-defaulting Party may terminate this MOU upon further written notice to the defaulting Party. Notwithstanding the foregoing, this MOU may be terminated without notice and an opportunity to cure if Partner improperly releases Client information or confidential information or disregards the information security requirements constrained in the Exhibit. *In these circumstances*, HFTX may immediately terminate this MOU.

XIII. Confidentiality

Partner acknowledges that, in performing services for HFTX, Partner may have access to confidential and proprietary information of HFTX (hereafter called the "Confidential Information") which may include, without limitation, intellectual property, technical information, know how, trade

secrets, developments, processes, formulas, techniques, technology, strategies, and other information and data arising out of or relating to HFTX projects in which Partner is involved or to which Partner is exposed. Partner covenants to keep all Confidential Information in the strictest confidence, and that Partner will not, directly or indirectly, during or after the term of this Agreement, use any Confidential Information in any way for Partner's own benefit other than as herein provided or in any way inconsistent with the confidential nature of the Confidential Information. Upon termination of this Agreement, Partner shall deliver to HFTX any and all Confidential Information in Partner's possession or control. Partner represents that it will not disclose or incorporate into Partner's work for HFTX any intellectual property, trade secrets or other proprietary or confidential information of third parties. Partner agrees that in connection with its performance of the work hereunder it will not disclose any Confidential Information to anyone outside of Partner's organization without the express prior written consent of an authorized representative of HFTX. Partner will not, without the prior written consent of HFTX, use HFTX's name in connection with any publicity, release, advertisement or other publication without written confirmation from HFTX. This paragraph does not apply to any document which is deemed public pursuant to The Texas Public Information Act or other applicable law or Court order. Notwithstanding the foregoing, should any Confidential Information be required to be disclosed by applicable law or Court order, the Partner will promptly notify HFTX of such disclosure (unless prevented by applicable law) so that it may have an opportunity to obtain a protective order or confidential treatment.

Data Collection and Data security

HFTX uses a third party Evaluator, the Latino Research Institute (Evaluator), to collect data for this project. Data is collected through entry and exit surveys administered electronically, and sometimes via hard copy paper surveys when electronic devices are not available. Surveys completed on paper will be transcribed to electronic responses. All survey data is deidentified when submitted to the Evaluator or federal government and will remain confidential. HFTX will aggregate all data collected from participants across all partner sites for reports.

XIV. INDEMNIFICATION

ONLY TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND STATUTES PARTNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS HFTX, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS AND ANY OTHER AFFILIATES, FROM AND AGAINST ANY AND ALL LIENS, LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, ACTIONS AT LAW, DAMAGES, FINES AND PENALTIES AND ALL OTHER ACTIONS, JUDGMENTS AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) WHETHER RESULTING FROM DEATH OR BODILY INJURY TO PERSONS, DESTRUCTION OR DAMAGE TO PROPERTY, VIOLATION OF GOVERNMENT LAWS, RULES OR REGULATIONS OR ANY OTHER LIABILITY THAT MAY ARISE FROM, BE CONNECTED WITH THE BREACH OF THIS AGREEMENT BY PARTNER, OR GROW OUT OF DAMAGE TO ANY PROPERTY OR INJURY TO ANY PERSON CAUSED BY, RESULTING FROM OR OTHERWISE ATTRIBUTABLE TO ANY

NEGLIGENT ACTS OR OMISSIONS ON THE PART OF PARTNER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

XV. Terms and Conditions

This Agreement may be terminated by either of the parties, with thirty (30) days written notice.

Written notice should be sent by email to the address listed in Section XVI. Should this Agreement be terminated, upon delivery of all work materials to HFTX, HFTX shall pay Partner for all outstanding services that are duly payable under this Agreement and earned through the date of termination.

The terms and conditions of this Agreement may be amended by mutual consent of the parties and only by an instrument in writing duly executed on behalf of the parties.

The annual implementation of this Agreement is contingent upon the availability of funds to HFTX for its operation.

XVI. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when delivered via email or two (2) business days after deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

Notices to HFTX:

Email: gmullaney@healthyfutures-tx.org

Main Address: Healthy Futures of Texas, 2300 W. Commerce St., #212, San Antonio, TX 78207

Notices to Partner:

Email: Renee.Betancourt@co.hidalgo.tx.us

Main Address: 1001 North Doolittle Rd., Edinburg, TX 78542

XVII. General Provisions

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

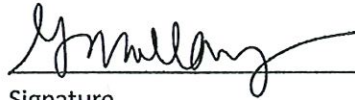
XVIII. Authorized Signatures

The signatures listed below represent the execution of this Agreement by the duly authorized representatives of each entity.

XIX. Attachments

Scope of Work
Deliverable & Payment Schedule

Healthy Futures of Texas:



Signature

Ginger Mullaney

Printed Name

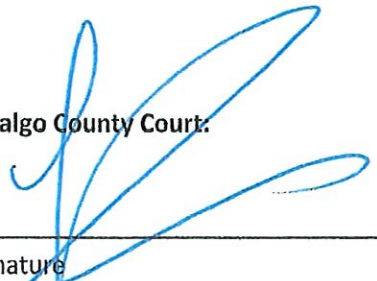
Chief Mission Officer

Title

11/17/23

Date

Hidalgo County Court:



Signature

Honorable Renee R. Betancourt

Printed Name

449th District Court Judge

Title

11/14/23

Date

Tax ID Number