



**Agreement between Texas Health Institute
and Nueces County Hospital District**

THIS AGREEMENT is by and between the Nueces County Hospital District (hereinafter referred to as "Hospital District" or "District"), a political subdivision of the State of Texas and Texas Health Institute, a 501c3 nonprofit located in Austin, (hereinafter referred to as "THI"). In consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

- I) **Term** –November 01, 2020 through February 28, 2021
- II) **Scope of Work**

The Hospital District will be separately contracting with Accenture, LLP to utilize their cloud-based Control Tower service and to additionally develop an online dashboard and provide data specifically to assist in determining Nueces County's social determinants of health and Coronavirus COVID-19 impacts, herein "Dashboard."

For the proposed Dashboard initiative, THI will serve as the project lead and health equity subject matter expert (HESME). For the purposes of this agreement, the term "health equity" means that everyone has a fair and just opportunity to be as healthy as possible. In context of data and measurement, health equity means reducing and ultimately eliminating disparities in health and its determinants that adversely affect marginalized groups.

In this HESME role under this Agreement, THI will be primarily responsible for four tasks:

1. **Health equity project management** to ensure the timely and quality execution of Dashboard health equity project activities and deliverables, coordinating across multiple partners.
2. **Health equity subject matter expertise** to guide and inform Dashboard health equity benchmarks and metrics as well as help contextualize and sense-make data from a health equity perspective.
3. **Health equity environmental and policy scan** tied to the Dashboard to identify the health equity-related community resources, social services, and policies currently meeting community needs, where gaps exist, and high-level recommendations for change actions.
4. **Health equity community local stakeholder engagement** to capture perspectives from 12-15 grass-tops community-based organizations (as identified by the Hospital District's designee Nueces County) in Nueces County responding to and serving diverse community members to confirm the Dashboard's health equity framework, metrics, and environmental scan reflect the community's needs and priorities.

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III) Deliverables

1. **Health equity & community content guidance and metadata** from environmental and policy scans integrated into the Dashboard.
2. **Health equity summary report** combining key Dashboard health equity data, findings from the environmental/policy scan and community engagement sessions, and recommendations building on identified community needs and resource gaps. Report shall be provided in a portable document format.

IV) Staffing

Under the direct oversight of THI CEO, Ankit Sanghavi and led by its Chief Health Equity Officer, Nadia Siddiqui, THI team will be comprised of seasoned experts with decades of experience in health equity, public health, health services research, community health, systems thinking, and health economics. Upon request by the Hospital District, THI shall provide the resumes or curriculum vitae of all THI employees or consultants utilized by THI for the services provided under this Agreement.

V) Costs and Reimbursement Schedule

- a. Total costs to the Hospital District for all THI services provided under this Agreement shall not exceed \$118,127 over the four-consecutive month project term, starting November 01, 2020 and ending February 28, 2021. The following table provides a summary of monthly THI milestone/s, roles, and invoice costs.

Month	THI Activities	Monthly Cost
November 2020	Project management, community partner engagement, health equity HESME to guide Dashboard framework and metrics	\$24,688
December 2020	Project management, completion of community partner engagement, environmental and policy scan, continued HESME for Dashboard	\$32,563
January 2021	Project management, completion of environmental and policy scan, HESME for review & quality assurance of Dashboard	\$31,188
February 2021	Project management, Summary Report of Findings, and THI-embedded health equity content in the Dashboard.	\$29,688
Total		\$118,127

ASGP

- b. On or before the 30th day of each month during the term of this agreement, THI shall submit, to Hospital District written invoices for services provided during the previous month.

At a minimum, the invoices shall include the: (a) firm name, physical address, mailing address, contact telephone number, facsimile number, electronic mail address, and Federal Tax Identification Number of THI; and (b) total invoice amount, and the invoice shall be accompanied by the documentation outlined in Sections III & Va. of this Agreement.

VI. Data Confidentiality and Security

Under the scope of this project, THI does not foresee any need to collect, request, use, or store any patient and/or identifiable data. However, in the event, such a need arises, THI will develop and share with the Hospital District a privacy Data Use or Business Associate Agreement (herein referred to as "Data Use Agreement") that would need to be signed by both parties. This Data Use Agreement at the minimum would specify the privacy requirements, and processes for use, storage, and application of any identifiable or individual data in compliance with applicable Health Insurance Portability and Accountability Act of 1996, as amended, requirements. Copies of the signed Data Use Agreement will be made available to both parties.

VII. Recognition, Ownership, Copyright, Publication

It is understood and agreed that all reports developed by THI, or designated representatives, under the terms of this Agreement, shall be the property of Hospital District and shall include recognition of THI in any publications relying on the reports.

VIII. Publicity

If THI wishes to issue a news release concerning this project, the text of the proposed release must be shared in advance and agreed upon by the Hospital District prior to THI's release.

THI agrees to timely provide Hospital District with copies of news releases, published materials, or media articles mentioning the project covered by this Agreement along with photos and appropriate photo release forms.

IX. THI Employees and Consultants

In performance of this work, THI personnel and its consultants shall act in an independent capacity and not as an officer or employee or agent of Hospital District. Hospital District shall have no responsibility for deductions for or contributions to Social Security, unemployment insurance, or any other benefits nor shall income tax be withheld. The Hospital District will not control any of the work performed by THI or its consultants under this Agreement.

X. Termination

Either THI or Hospital District may terminate this Agreement upon fifteen (15) days written notice to the other party. No fees shall be due upon contract termination.

XI. Notices

All notices, demands, requests, or replies for or permitted by a party under this Agreement must be in writing and shall be by registered or certified United States mail or by a recognized commercial carrier or delivery services as :

HOSPITAL DISTRICT: Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401-0835

THI Ankit Sanghavi, BDS MPH
Executive Director
Texas Health Institute
9111 Jollyville Road, Suite 280
Austin, Texas 78759

XII. Amendment

This Agreement may be amended only by written agreement approved by each respective party.

XIII. Venue

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is specifically set by Agreement of the parties in Nueces County, Texas.

A handwritten signature in black ink, appearing to read "Ankit Sanghavi", is located in the bottom right corner of the page.

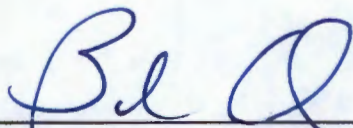
XIV. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement or promise relating to the subject matter of this Agreement which is not contained herein shall be binding or valid.

XV. Execution

This agreement is executed by Texas Health Institute and Nueces County Hospital District.

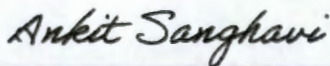
In Concurrence with the Terms Above:



Barbara Canales, Nueces County Judge
Head of Emergency Management for the Nueces County

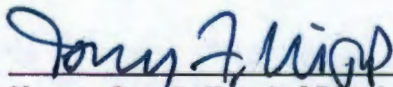
Date: 10/27/20

Accepted and Agreed:



Texas Health Institute
Ankit Sanghavi
Executive Director

Date: October 27, 2020



Nueces County Hospital District
Jonny F. Hipp
Administrator/Chief Executive Officer

Date: 10/26/20