

GRANT AGREEMENT

NUECES COUNTY HOSPITAL DISTRICT/COASTAL BEND WELLNESS FOUNDATION

September 1, 2021 – August 31, 2022

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NUECES

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This Grant Agreement ("Agreement") is entered on the date of its execution as set forth below by and between Nueces County Hospital District ("District") and the Coastal Bend Wellness Foundation ("Foundation"), a community-based non-profit organization located in Corpus Christi, Nueces County, Texas that provides gap health care services and entered into for the purposes of providing COVID-19 diagnostic testing and other health care services for residents of the District.

WITNESSETH:

WHEREAS, the District finds that the continuing COVID-19 pandemic constitutes a public health concern in Nueces County and that the Foundation provides community COVID-19 pandemic-related services as well as other health care services considered to be beneficial public health services during the pandemic; and

WHEREAS, the District finds the need for COVID-19 pandemic-related public health services in the form of COVID-19 diagnostic testing as well as other health care services which will benefit the residents of Nueces County; and

WHEREAS, Texas Health and Safety Code, §281.094 authorizes the District to use certain of its funds made available from non-tax sources to fund public health services.



NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to further the provision of COVID-19 pandemic-related public health services as well as other health care services in Nueces County, the District and Foundation hereby agree as follows:

I.

The Foundation will make available and perform community COVID-19 diagnostic testing and other health care services in Nueces County.

II.

The Foundation will provide access to or remove barriers to accessibility under the Americans with Disabilities Act to allow individuals with disabilities the opportunity to receive COVID-19 diagnostic testing services and other health care services administered by the Foundation under this Agreement.

III.

The Foundation will not discriminate by reason of age, disability, handicap, sex, sexual orientation, gender identity, race, color, marital status, national origin, or religion, against any person seeking COVID-19 diagnostic testing services or other health care services administered by the Foundation under this Agreement.

IV.

The Foundation agrees to make available and perform community COVID-19 diagnostic testing and other health care services supported by the District's funds under this Agreement. The Health Center agrees that COVID-19 diagnostic testing will be performed based on Federal Centers for Disease Control and Prevention guidelines for evaluating and testing persons for COVID-19. In addition, the Foundation agrees to promptly report results from the community COVID-19 diagnostic testing supported by the District's funds under this Agreement to the tested



patient, local public health authorities, and other entities as may be required law, regulation, or order.

V.

The Foundation will submit at least quarterly reports to the District indicating activities by Foundation in performance of its obligations pursuant to this Agreement. The Foundation shall include in its reports a detailed accounting of expenditures of the District's funds, counts of the nasopharyngeal swab nucleic acid or antigen diagnostic tests performed, counts of serum antibody diagnostic tests performed, and locations where the diagnostic tests were performed. In addition, the Foundation shall include in its reports a detailed accounting of the expenditure of ~~District's of~~ District's funds for administering other health care services. Such reports shall be presented to the District's Board of Managers at a publicly-noticed meeting on a schedule established by the District.

VI.

The Foundation will endeavor to use its resources to provide community COVID-19 diagnostic testing and other health care services in Nueces County, based on need, availability, and suitability.

VII.

As payment for the services to be rendered during the 12-month term September 1, 2021 – August 31, 2022, the District will provide a lump-sum payment of Eighty-Five Thousand Dollars (\$85,000.00) to the Foundation for performance of the Foundation's activities related to the purposes of this Agreement.

VIII.

The Foundation will cause the District's funding under this Agreement to be segregated from other funds used for activities of Foundation unrelated to the purposes of this Agreement.

A handwritten signature in black ink, appearing to read "Weiss".

IX.

All notices or communications to a party by the other party under this Agreement shall be personally delivered or mailed to such party at the following respective address:

DISTRICT

Nueces County Hospital District
Attn: Administrator/Chief Executive Officer
555 N. Carancahua St., Suite 950
Corpus Christi, Texas 78401-0835

FOUNDATION

Coastal Bend Wellness Foundation
Attn: Chief Executive Officer
2882 Holly Road
Corpus Christi, Texas 78415-4106

X.

This Agreement shall continue in force and effect until August 31, 2022. If the Foundation terminates its activities related to the purposes of this Agreement prior to the expiration of this Agreement, the balance of any remaining funds shall be returned to the District in the same proportion that District funds bear to the total funds received by or in the possession of the Foundation to conduct activities related to the purposes this Agreement.

WITNESS our hands on this ____ day of _____, 2021.

NUECES COUNTY HOSPITAL DISTRICT

By: Jonny F. Hipp
Jonny F. Hipp, ScD, FACHE
Administrator/ Chief Executive Officer

Date: 8/24/21

COASTAL BEND WELLNESS FOUNDATION

By: Bill J. Hoelscher
Bill J. Hoelscher
Chief Executive Officer

Date: 8/24/21