

**ENROLLMENT PROMOTION SERVICES AGREEMENT
2024-2025**

This Enrollment Promotion Services Agreement (“Agreement”) is entered into by and between Nueces County Hospital District, a political subdivision of the State of Texas (the “Hospital District” or “District”) and the Dr. H. Boyd Hall Community Foundation, a Texas non-profit corporation, (the “Nonprofit”) for the purpose of providing services that promote awareness of the medical aid and hospital care program operated by the Hospital District for indigent and needy residents of the County (the “Nueces Aid Program” or “Program”). Collectively, both parties may be referred to as the “Parties.”

WITNESSETH

WHEREAS, the Hospital District is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Board”) has, and at the time of approval or ratification of this Agreement had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, pursuant to the Health Code, §281.046, the Hospital District has full responsibility for furnishing medical aid and hospital care for indigent and needy people residing in the District;

WHEREAS, the Hospital District wishes to increase public awareness of the Nueces Aid Program with the aim of increasing enrollment, and the Hospital District desires to acquire the services described in Exhibit “A” (“Exhibit ‘A’”) and have the benefit of the special terms described in Exhibit “B” (“Exhibit ‘B’”) both attached to this Agreement and incorporated herein.

WHEREAS, the Local Government Code, §262.024(a)(2), provides for the discretionary procurement of services to preserve or protect the public health or safety of county residents, and the services sought by the Hospital District hereunder are essential to achieve such;

WHEREAS, the Nonprofit is a non-profit organization located in Nueces County whose mission is, in part, to accelerate change in the health care utilized of persons of color within Nueces County, and furthermore the Hospital District welcomes the efforts of the Nonprofit in reaching out to such persons and others encountered by the Nonprofit under this Agreement who would benefit from the Nueces Aid Program’s services;

WHEREAS, the Nonprofit has recently performed satisfactory promotion services for Nueces County, and the Nonprofit is ready, willing, and able to provide the outreach, promotion, facilitation, and marketing services sought by the Hospital District, and the Nonprofit wishes to

provide the services described in Exhibit “A” and agree to the special terms in Exhibit “B” of this Agreement, on the terms and for the consideration described in this Agreement; and

WHEREAS, pursuant to Health Code, §281.026, the Hospital District’s Administrator (the “Administrator”) performs duties required by the Board and supervises the work and activities of the Hospital District.

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. This Agreement shall commence on November 01, 2024 (the “Effective Date”) and shall continue through October 31, 2025 (collectively, the “Term”), unless terminated earlier in accordance with the provisions of this Agreement.

2. Services. During the term of this Agreement, the Nonprofit agrees to coordinate with the Hospital District on the services described in Exhibit “A” and the special terms described in Exhibit “B” in accordance with the terms and conditions of this Agreement. Nonprofit specifically agrees to include Agreement Administrator designated in Section 9 in any enrollment promotion planning, negotiations, or discussions in which the Nonprofit is involved under this Agreement concerning: (i) the Hospital District’s interests, (ii) use of the Hospital District’s name, image, or likeness, or (iii) activities which will ultimately require Hospital District involvement, financial, or otherwise.

3. Consideration. In consideration of the Enrollment Promotion Services to be provided hereunder, the Hospital District agrees to pay the Nonprofit the total sum of **Seventy-Five Thousand Dollars (\$75,000)** during the Term, which sum will be paid in four (4) equal installments as follows: Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) in November of 2024, and February, May, and August of 2025, upon submission of a detailed invoice from the Nonprofit for services to be performed during the quarter. All expenses incurred by the Nonprofit in performance of its duties under this Agreement shall be the sole responsibility of the Nonprofit and are not reimbursable by the District. During the term of this Agreement, the total compensation to be paid by the District to Nonprofit hereunder shall not exceed Seventy-Five Thousand Dollars (\$75,000). Payment of the District’s initial installment hereunder is conditioned on its receipt of the fully executed Business Associate Agreement required in Section 32.

4. Payment Address. The payments required under this Agreement shall be sent via the United States Postal Service to the Nonprofit at the Nonprofit’s address specified in Section 10.

5. Quarterly Reports. Within fifteen (15) calendar days after the end of each quarter, Nonprofit shall submit to the Hospital District a written activity report (the “Activity Report”) of its services provided under this Agreement. At a minimum, the Activity Report shall address Nonprofit’s provision of the services described in Exhibit “A,” the special terms in Exhibit “B,” the number of initial contacts made, follow-up contacts made, applications initiated, and applications submitted, a narrative summary of the services rendered during the quarter, a summary of year-to-date expenditures incurred by the Nonprofit in providing services under this Agreement,

and any other information requested by the Hospital District pertaining to this Agreement. For purposes of this Agreement, the first quarter is November 2024 – January 2025; second quarter is February – April 2025; third quarter is May – July 2025; and the fourth quarter is August – October 2025, Notwithstanding anything to the contrary contained in this Section 5, the Nonprofit may exclude Confidential Information from an Activity Report if the Nonprofit gives an oral report of the Confidential Information to the Hospital District’s Administrator or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, "Confidential Information" means matters covered by the federal Health Insurance Hospital Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule (“HIPAA Privacy Rule”) whose major goal is to assure that individuals’ health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being, in addition to applicable state laws. A summary of the key elements of the HIPAA Privacy Rule available at <https://www.hhs.gov/sites/default/files/privacysummary.pdf>.

6. Records. Nonprofit shall maintain fiscal records and support documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Nonprofit pursuant to this Agreement. The Nonprofit agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Hospital District pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon a written request do so, Nonprofit shall give the District or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files, or other papers belonging to or used by the Nonprofit in connection with its performance under this Agreement. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Nonprofit. The Nonprofit agrees to keep in its possession for at least three (3) years after the termination of this Agreement all the records described in this Section 6.

7. Performance Review. The Hospital District will conduct a performance review, on a quarterly basis, to evaluate the Nonprofit's compliance with the provisions of this Agreement.

8. Early Termination. The Hospital District shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the District determines that the Nonprofit has breached or otherwise failed to minimally comply with any terms of this Agreement. The District shall give the Nonprofit written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the District shall be liable to the Nonprofit only for sums earned by the Nonprofit prior to the date of termination.

9. Agreement Administrator. The Hospital District shall designate an Agreement Administrator who will, on behalf of the District, coordinate with the Nonprofit and administer the terms of this Agreement. It shall be the responsibility of Nonprofit to cooperate with and coordinate all Agreement-related activities with the Agreement Administrator.

For the purposes of this Agreement, the Agreement Administrator shall be:

Belinda Espinoza, Assistant Administrator
555 N. Carancahua, Suite 950
Corpus Christi, Texas 78401
Ph: (361) 808-3330
E-mail: Belinda.Espinoza@nchdcc.org

The District may change the Agreement Administrator at any time by giving the Nonprofit written notice in advance of such a change.

10. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile, or electronic transmission as addressed below:

If to the Hospital District:
Jonny F. Hipp, Administrator
Nueces County Hospital District
555 N. Carancahua, Suite 950
Corpus Christi, Texas 78401
Ph: (361) 808-3300
Fax: (361) 808-3274
E-mail: Jonny.Hipp@nchdcc.org

If to the Nonprofit:
Jeremy L. Coleman, President
Dr. H. Boyd Hall Community Foundation
P.O. Box 60715
Corpus Christi, Texas 78466
Ph: (361) 884-8541
Fax: _____
E-mail: naacp.cctx@gmail.com

or to such other person or address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

11. Source of Funds. Any payments made to the Nonprofit by the Hospital District pursuant to this Agreement shall be made with District funds budgeted for that purpose.

12. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the

appropriation of funding by the Hospital District's Board of Managers in the District's annual budget.

13. No Conflict of Interest. The Hospital District and Nonprofit each state independently that to the best of its knowledge no member of the Hospital District Board of Managers nor any officer, employee, or agent of the Hospital District who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

14. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Hospital District shall at no time be responsible or liable for the acts of the Nonprofit or the Nonprofit's agents or employees. In no event shall the Hospital District be liable *(i)* for the performance of any Agreements made by Nonprofit with any other person or entity or *(ii)* for any damages, injuries, or losses charged to or adjudged against the Nonprofit arising from its operations or the use or maintenance of its facilities. Nonprofit will be responsible for all costs and expenses incurred by it in providing the Enrollment Promotion Services hereunder, and the Hospital District shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Enrollment Promotion Services beyond the Agreement Amount.

15. Indemnity. Nonprofit agrees to defend, indemnify and hold harmless the Hospital District, its Hospital District Board of Managers, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Enrollment Promotion Services performed by the Nonprofit pursuant to this Agreement.

16. Confidentiality and Data Protection. Nonprofit agrees that any information given to the Nonprofit by the Hospital District concerning the financial or other affairs of the Hospital District while in pursuit of the Nonprofit's obligations under this Agreement will be held by the Nonprofit in confidence and will not be revealed to any other person, entity, or governmental body without the express written consent of the Hospital District.

The Nonprofit acknowledges that during the term of this Agreement, it may have access to confidential information relating to the Hospital District, the Nueces Aid Program, and Program participants. The Nonprofit agrees to:

- a. Keep all such information confidential and not disclose it to any third party without the Hospital District's prior written consent.
- b. Use such information solely for the purpose of performing its obligations under this Agreement.
- c. Comply with all applicable data protection laws, including the HIPAA Privacy Rule and any relevant state-specific privacy regulations.
- d. Upon termination or expiration of this Agreement, the Nonprofit shall return or securely destroy all confidential information in its possession.

17. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement

will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

18. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege under this Agreement.

19. No Waiver of Governmental Immunity. No provision of this Agreement is in any way intended to constitute a waiver by the Hospital District of any Governmental Immunities from suit or from liability that the Hospital District may have by operation of law.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement.

22. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to and be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

23. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

24. Compliance with Applicable Laws. Nonprofit agrees to comply with all applicable federal, state, and local laws and regulations while performing the Enrollment Promotion Services under this Agreement.

25. No Organizational Conflict of Interest. The Nonprofit hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Nonprofit is unable or potentially unable to render impartial services to Hospital District or the Nonprofit's objectivity in performing the services under this Agreement is or might otherwise be impaired. Nonprofit agrees to immediately notify Hospital District of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Agreement. The Hospital District may terminate this Agreement immediately by written notice to the Nonprofit, if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

26. Special Terms. Any special terms pertaining to the subject matter of this Agreement are set forth in Exhibit "B" attached hereto, which is incorporated herein.

27. Entire Agreement and Modification. This Agreement supersedes all prior Agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the Agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written Agreement executed by the party to be charged with the change.

28. Independent Nonprofit Status. Nonprofit is an independent Nonprofit and not an employee, agent, or partner of the Hospital District. Nonprofit shall not be entitled to any employee benefits, including but not limited to health insurance, retirement benefits, or workers' compensation from the Hospital District. The Nonprofit shall be solely responsible for the payment of all federal and state taxes arising out of its performance of services under this Agreement.

29. Insurance Requirements. The Nonprofit shall maintain adequate insurance coverage for the duration of this Agreement, including:

- a. General Liability Insurance with a minimum coverage of \$100,000 per occurrence and \$300,000 aggregate.
- b. Professional Liability Insurance with a minimum coverage of \$100,000 per claim.
- c. Workers' Compensation Insurance as required by law.

30. Responsibilities of the Nonprofit. Nonprofit shall perform the services described in Exhibit "A" in a professional and diligent manner. Nonprofit shall also ensure that its staff and volunteers are properly trained and adhere to confidentiality standards when handling sensitive information. Nonprofit shall additionally comply with all relevant laws and regulations applicable to the services described in Exhibit "A" and the special terms described in Exhibit "B." Nonprofit shall cooperate with and strive to integrate, as directed by the Agreement Administrator, its services provided under this Agreement with any other nonprofits that may be contracted by the Hospital District for the same, similar, or related purposes.

31. Responsibilities of the Hospital District. Hospital District will provide the Nonprofit with up-to-date information on the Program, including eligibility criteria, application requirements, submission procedures, and any other related changes to the Program. The District will also designate and identify a Program Resource Representative, in addition to the Agreement Administrator in Section 9, to serve as a Program enrollment subject-matter expert to Nonprofit.

For the purposes of this Agreement, the Program Resource Representative shall be:

Haydee Rothenbach, Program Supervisor
Dr. Hector P. Garcia Memorial Family Health Center
2606 Hospital Boulevard
Corpus Christi, Texas 78405
Ph: (361) 902-4799
E-mail: Haydee.Rothenbach@nchdcc.org

The District may change the Program Resource Representative at any time by giving the Nonprofit written notice in advance of such a change.

32. Business Associate Agreement. Nonprofit agrees to enter into a HIPAA-compliant Business Associate Agreement prepared by the Hospital District.

IN WITNESS WHEREOF, the Hospital District and Nonprofit, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date in Section 1.

[The signatories page follows this page]

HOSPITAL DISTRICT:

NUECES COUNTY HOSPITAL DISTRICT

By: _____
Name: Jonny F. Hipp
Title: Administrator

Date: _____

NONPROFIT:

DR. H. BOYD HALL COMMUNITY FOUNDATION

By: _____
Name: Jeremy L. Coleman
Title: President

Date: _____

EXHIBIT “A”

SERVICES

The services to be provided by the Nonprofit under this Agreement are as follows:

1. Outreach:
 - a. Develop and implement outreach strategies to reach indigent and needy residents of the County who may need medical aid and hospital care.
 - b. Establish partnerships between the Nonprofit and local non-profit organizations and charities, community action agencies, government programs (e.g., social services departments, housing authorities, and health departments), food pantries and soup kitchens, legal aid societies, faith-based and cultural organizations, health clinics and free clinics, community centers, shelters and transitional housing programs, employment and vocational training programs, transportation services, and other similarly-purposed organizations in the County.
 - c. Conduct outreach through in-person visits, community events, digital marketing, and printed materials distribution.

2. Promotion:
 - a. Organize and conduct workshops, community events, meetings, for the purpose of informing eligible residents, social workers, social services, promotoras, community health workers, food pantries, food banks, and other same types of providers about the benefits, requirements, and application process of the Program. Nonprofit shall plan, organize, and coordinate the workshops with the Hospital District prior to conducting them. For purposes of this Agreement, the word “promotora” means a lay Hispanic/Latino community member who receives specialized training to provide basic health education in the community without being a professional health care worker.
 - b. Provide printed and digital Program materials in multiple languages as needed to accommodate the County’s diverse population as approved by the Hospital District.
 - c. The Hospital District shall be recognized as a member on the Nonprofit’s website, and the website shall contain obvious hyperlinks to: (i) the District's official website, and (ii) the District’s Nueces Aid Program application assistance webpage, each situated under the District’s name. Nonprofit shall submit mockups or prototypes of the website design to the Agreement Administrator for approval prior to publishing or deploying the hyperlinks to the District’s website.

3. Facilitation:
 - a. Assist residents in completing and submitting the Program’s enrollment applications.
 - b. Based on information provided by the Hospital District to Nonprofit in Section 31, Nonprofit will provide support aimed at helping individuals and supporting

organizations understand Program eligibility, benefits, and required documentation.

- c. Coordinate with the Hospital District's Program enrollment staff to ensure timely and accurate review and processing of submitted applications.
- d. Based on information provided by Hospital District to Nonprofit in Section 31, Nonprofit will provide guidance as necessary to staff or volunteers to assist residents with filling out Program applications and gathering required documentation.
- e. Advise Agreement Administrator of various community locations and events which offer Program enrollment opportunities for the Hospital District.

4. Marketing:

- a. Distribute promotional materials that have been approved by the Hospital District (flyers, brochures, digital ads) to increase awareness of the Program.
- b. Secure prior authorization from the Hospital District to utilize traditional media (e.g., newspapers, radio, local television) and digital platforms to reach audiences about the Program.
- c. Engage with local influencers and community leaders to advocate for the Program as approved by the Hospital District.
- d. Prepare newsletters, newspaper and magazine articles, social media platform posts, online channel posts, influencer posts, online platform posts, and public service announcements on the Nueces Aid Program as directed by and in collaboration with the Agreement Administrator. Nonprofit shall submit proofs of such items to Agreement Administrator for approval prior to use.

5. Data and Documentation:

- a. Maintain detailed records of outreach, promotion, facilitation, and marketing activities, including the number of initial contacts made, follow-up contacts made, applications initiated, and applications submitted.
- b. Adhere to any additional data reporting and documentation requirements specified by the Hospital District.

EXHIBIT B

SPECIAL TERMS

The special terms to be provided by the Nonprofit under this Agreement are as follows:

1. Membership. The Hospital District shall be a member of the Nonprofit during the Term of this Agreement without having to pay any membership or other dues.
2. Board Seat and Executive Board. The Hospital District shall have one (1) seat on the Nonprofit's board of directors and such seat shall include and entitle the District to be a member of the Nonprofit's executive board.
3. Sponsor. The Hospital District shall have the status of the highest-level sponsor of the Nonprofit's annual meeting should such a meeting take place, at no additional cost to the District. Such sponsor status shall entitle the District to the table with the greatest number of seats at the meeting with meals and the highest-level program recognition.

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