



**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 Health Center hereby agree as follows:

I.

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

II.

The Health Center 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 Health Center under this Agreement.

III.

The Health Center 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 Health Center under this Agreement.

IV.

The Health Center 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 Health Center 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 by law, regulation, or order.

V.

The Health Center will submit at least quarterly reports to the District indicating activities by Health Center in performance of its obligations pursuant to this Agreement. The Health Center 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 Health Center shall include in its reports a detailed accounting of the expenditure of District's funds for administering other health care services under this agreement. 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 Health Center 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 Health Center for performance of the Health Center's activities related to the purposes of this Agreement.

VIII.

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



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

**HEALTH CENTER**

Amistad Community Health Center  
Attn: Chief Executive Officer  
1533 S. Brownlee Blvd.  
Corpus Christi, Texas 78404-3131

X.

This Agreement shall continue in force and effect until August 31, 2022. If the Health Center 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 Health Center 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

**AMISTAD COMMUNITY HEALTH CENTER**

By: Eric Baggerman  
Eric Baggerman, M.D.  
Chief Executive Officer

Date: 8/25/21