

**GRANT AGREEMENT**

**STATE OF TEXAS**

\*

\*

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF NUECES**

\*

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, Texas that provides gap health care services and entered into for the purposes of providing COVID-19 diagnostic testing for residents of the District.

**WITNESSETH:**

**WHEREAS**, the District finds that the current COVID-19 pandemic constitutes a public health concern in Nueces County and that the Foundation provides certain COVID-19 pandemic-related 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 for the public and that such diagnostic testing is a public health service that will benefit the citizens of Nueces County; and

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

**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 in Nueces County, the District and Foundation hereby agree as follows:

I.

The Foundation will provide one (1) full-time employee to perform community COVID-19 diagnostic testing at various locations in Nueces County. Such employee will be an employee



of the Foundation and will not be subject to the control, direction, or supervision of the District. The District assumes no responsibility for any compensation, employee taxes, employee insurance or any other related benefits or expenses associated with such employee.

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 as 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 administered by the Foundation under this Agreement.

IV.

In the event the Foundation receives insurance reimbursements for the COVID-19 diagnostic testing services administered under this Agreement, the Foundation agrees to notify the District of the amounts of reimbursement received and apply such reimbursements to acquiring COVID-19 diagnostic tests for testing of uninsured residents of Nueces County. In the event the Foundation receives Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) reimbursements for uninsured patients for COVID-19 diagnostic testing services supported by the District's funds under this Agreement, the Foundation agrees to notify the District of the amounts and apply the reimbursements to expanding the availability and accessibility of public COVID-19 diagnostic testing in Nueces County.

V.

The Foundation agrees to perform the community COVID-19 diagnostic testing supported by the District's funds under this Agreement based on Centers for Disease Control and Prevention

*WUP*

guidelines for evaluating and testing persons for COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/clinical-criteria.html>). 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 entities as may be required law, regulation, or order.

VI.

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, hours worked by the full-time employee, expenses of the full-time employee, including salaries and fringe benefits, non-employee subcontracts, other non-employee direct and indirect expenses, 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. Such reports shall be presented to the District's Board of Managers at a publicly-noticed meeting on a schedule established by the District.

VII.

The Foundation will diligently use its resources to provide community COVID-19 diagnostic testing at various locations in Nueces County, based on need, availability, and suitability.

VIII.

As payment for the services to be rendered during the 12-month term June 1, 2020 – May 31, 2021, the District will provide a lump-sum payment of Fifty-Five Thousand Dollars (\$55,000.00) to the Foundation for performance of the Foundation's activities related to the purposes of this Agreement.

IX.

A handwritten signature in black ink, appearing to be "MVP" or similar, located at the bottom right of the page.

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.

X.

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

XI.

This Agreement shall continue in force and effect until May 31, 2021. 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 29<sup>th</sup> day of May, 2020.

NUECES COUNTY HOSPITAL DISTRICT

By:

Jonny F. Hipp  
Jonny F. Hipp  
Administrator/ Chief Executive Officer

Date:

5/29/20

COASTAL BEND WELLNESS FOUNDATION

By:

Bill J. Hoelscher  
Bill J. Hoelscher  
Chief Executive Officer

Date:

5-29-20