

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Regular Meeting  
Thursday, November 19, 2020 at 12:00 PM**

**AGENDA**

**1. WELCOME**

**2. ROLL CALL OF BOARD OF MANAGERS:**

- John B. Martinez, J.D., Chairman
- Sylvia Tryon Oliver, Vice-Chairman
- Belinda Flores, RN
- Vishnu V. Reddy, M.D.
- Daniel W. Dain
- John E. Valls, M.B.A.
- Mariana Garza, J.D.

**3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE**

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

7

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

**4. PUBLIC COMMENT** - Persons wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

**5. CONSENT AGENDA** - SThe Consent Agenda consists of those agenda items which are routine, non-controversial, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the

appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

- A. Approve Board of Managers Regular Meeting minutes of October 20, 2020. 17
  
- B. Receive listing of new vendors as of November 13, 2020; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176.
  
- C. Receive hospital providers' quarterly reports relating to certain Indigent Care Affiliation Agreements associated with participation in the Texas Healthcare Transformation and Quality Improvement Program Medicaid 1115 Waiver for calendar quarter-ended September 30, 2020:
  - 1. CHRISTUS Spohn Health System Corporation Hospitals: 26  
Alice, Beeville, and Kleberg (Consolidated Report);
  - 2. Corpus Christi Medical Center; and 35
  - 3. Driscoll Children's Hospital. 39
  
- D. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date:
  - 1. Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;
  - 2. Emergency medical services provided in unincorporated areas of Nueces County;
  - 3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
  - 4. Medical services provided at County correctional facilities:
    - a. Nueces County Jail; and
    - b. Nueces County Juvenile Detention Center;
  - 5. Funding for alcohol and drug abuse treatment programs:
    - a. Cenikor (Charlie's Place);
    - b. Council on Alcohol and Drug Abuse; and
    - c. Palmer Drug Abuse Program;
  - 6. Funding for diabetes prevention and supporting programs;
  - 7. Public health grants; and
  - 8. Legal and professional fees. (*Finance Committee*)
  
- E. Receive reports relating to Nueces Aid Program enrollment for month-ended October 31, 2020. (*Finance Committee*) 40
  
- F. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. (*Finance Committee*)

G. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended October 31, 2020. (*Finance Committee*)

H. Receive summary report of year-to-date intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission. (*Finance Committee*)

1. Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver):
  - a. Delivery System Reform Incentive Payment (DSRIP) pool; and
  - b. Hospital Uncompensated Care (UC) pool;
2. Disproportionate Share Hospitals (DSH) program;
3. Network Access Improvement Program (NAIP);
4. Uniform Hospital Rate Increase Program (UHRIP); and
5. Graduate Medical Education (GME). (*Finance Committee*)

I. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended October 31, 2020. (*Finance Committee*)

6. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, potentially controversial, not administrative in nature, or otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

**A. Finance Committee:**

1. Receive and approve unaudited financial statements for fiscal year-ended September 30, 2020. (**ACTION**)
2. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended October 31, 2020. (**ACTION**)
3. Ratify engagement of Collier, Johnson & Woods, P.C., Certified Public Accountants to perform an audit of the Hospital District's financial statements for the fiscal year ended September 30, 2020. (**ACTION**) 46

**B. Community Mental Health Initiatives:**

1. Receive copy of letter from Nueces County Medical Society to Nueces County Judge relating to the *Meadows Foundation Comprehensive Behavioral Health Community Needs* 54

<i>Assessment. (INFORMATION)</i>	
2. Approve Supplemental Agreement No. 1 to Professional Services Contract between Nueces County, Nueces County Hospital District, and Meadows Mental Health Policy Institute; Supplemental Agreement extends due date for Deliverable No. 7 relating to implementation consulting services to March 31, 2021. <b>(ACTION)</b>	55
3. Approve agreement/contract with The Police Assisted Addiction and Recovery Initiative (PAARI) relating to support and resources to assist law enforcement agencies in creating non-arrest pathways to addiction treatment and recovery. <b>(ACTION)</b>	57
<b>C. <u>COVID-19 Pandemic:</u></b>	
1. Receive presentation from the Coastal Bend Joint Task Force between City of Corpus Christi, Nueces County, and Texas A&M University-Corpus Christi on modeling the potential effects of COVID-19 on the Coastal Bend Region. <b>(INFORMATION)</b>	58
2. Receive update on establishment of a COVID-19-related Alternate Care Site for post-acute care at Corpus Christi Medical Center-Northwest located at 13725 Northwest Boulevard, Corpus Christi, Texas. <b>(INFORMATION)</b>	
3. Discuss and consider alternate actions relating to establishment of a COVID-19-related Alternate Care Site. <b>(ACTION)</b>	
<b>D. <u>Legislative Committee:</u></b>	
1. Discuss and consider adoption of legislative agenda for 87th Texas Legislative Session. <b>(ACTION)</b>	68
<b>E. <u>Correctional Facilities Health Services:</u></b>	
1. Approve Health Services Agreement for Nueces County Correctional Facilities between Nueces County, Nueces County Hospital District, and Armor Correctional Health Services, Inc. for initial three-year term December 1, 2020 - November 30, 2023, and two one-year renewal options December 1, 2023 - November 30, 2024 and December 1, 2024 - November 30, 2025. <b>(ACTION)</b>	69
<b>F. <u>Local Provider Participation Fund (LPPF):</u></b>	
1. Approve LPPF-related Indigent Care Affiliation Agreements for Fiscal Year 2020 (October 1, 2019 - September 30, 2020):	124
a. CHRISTUS Spohn Hospital Corpus Christi;	
b. Corpus Christi Rehabilitation Hospital;	
c. Driscoll Children's Hospital;	

- d. PAM Rehabilitation Hospital of Corpus Christi;
- e. PAM Specialty Hospital of Corpus Christi North;
- f. South Texas Surgical Hospital; and
- g. The Corpus Christi Medical Center - Bay Area. **(ACTION)**

**G. Nueces Aid Program:**

- 1. Approve Contract Amendment No. 2 to Personal Services Contract, as amended, between Nueces County, Nueces County Hospital District, and Thomas L. Graham; Amendment extends term and final website deliverable due date to January 31, 2021. **(ACTION)** 125

**H. Board of Managers Business:**

- 1. Elect Board of Managers Chairman to fill remainder of Fiscal Year 2021 term. **(ACTION)** 127

**I. Administrator's Actions:**

- 1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

- a. Ratify renewal of Quality Assessment, Utilization Review, and Coding Review Services Agreement with Texas Medical Foundation for the period January 1, 2021 - December 31, 2022. **(ACTION)** 129

- b. Receive executed Statement of Work (SOW) with Accenture, LLP relating to the provision of and access to proprietary and COVID-19 related data supporting identification of Nueces County's social determinants of health; SOW includes provision of cloud-based social determinants data sets and development of geographical and population-based dashboards in conjunction with Texas Health Institute. SOW accompanies Texas Department of Information Resources Contract No. DIR-TSO-4062 relating to cloud services and related services. **(INFORMATION)** 130

- c. Receive executed Agreement with Texas Health Institute relating to provision of project management, subject matter expert, environmental and policy scan, community stakeholder engagement services, and recommendations to guide Accenture, LLP's social determinants of health dashboard framework and metrics. **(INFORMATION)** 137

**7. ADMINISTRATOR'S BRIEFING:**

A. Next Board of Managers and Board Committee meetings (all meetings' dates, times, and locations subject to change):

1. Finance Committee: December 15, 2020 at 11:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;
2. Board of Managers: December 15, 2020 at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

**8. CLOSED MEETING** - Public notice is hereby given that the Board of Managers may elect to go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551 and the Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071. In the event the Board elects to go into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws:

A. Consult with attorneys on matters relating to litigation against opioid drug manufacturers, promoters, and distributors responsible for causing and contributing to an epidemic of opioid addiction in Nueces County, including but not limited to Purdue Pharma, Endo Pharmaceuticals, Janssen Pharmaceuticals, Insys Therapeutics, the McKesson Corporation, Cardinal Health and AmerisourceBergen for violations of the Deceptive Trade Practices Act, fraud, unjust enrichment, negligence, violations of the federal Controlled Substances Act, civil conspiracy and any other related causes of action, and related matters.

**9. OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

10. Consider final action, decision, or vote on matters considered in the Closed Meeting. (**ACTION AS NEEDED**)

**11. ADJOURN**



**Kara Sands**

Nueces County Clerk  
901 Leopard St #201  
Corpus Christi, TX 78401

**Main:** (361)888-0580

**Receipt:** 20201116000036

**Date:** 11/16/2020

**Time:** 08:47AM

**By:** Lisa C

**Station:** CLERK02

**Status:** ORIGINAL COPY

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<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Public Notice	PBN	2020000548	9	\$0.00	
				<b>Order Total (1)</b>	\$0.00	

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>	
1				\$0.00	
				<b>Total Payments (1)</b>	\$0.00
				<b>Change Due</b>	\$0.00

NUECES COUNTY HOSPITAL DISTRICT

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For more information about the County Clerk's office and to search property records online, please visit <http://www.nuecesco.com/county-services/county-clerk>



\*VG-12-2020-202000548\*

Nueces County  
Kara Sands  
Nueces County Clerk

Instrument Number: 202000548

Public Notice

PUBLIC NOTICES

Recorded On: November 16, 2020 08:47 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands  
Nueces County Clerk  
Nueces County, TX

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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Station: CLERK02

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NUECES COUNTY HOSPITAL DISTRICT

RECEIVED

NOV 16 2020

KARA SANDS  
CLERK OF THE COUNTY COURT  
NUECES COUNTY, TEXAS

**NOTICE OF PUBLIC MEETING**

**NUECES COUNTY HOSPITAL DISTRICT**

**BOARD OF MANAGERS**

**Board of Managers - Regular Meeting  
Thursday, November 19, 2020 at 12:00 PM**

**Location:**

**Board of Managers Meeting Room, 555 N. Carancahua Street, Room 950-A, Corpus  
Christi, Texas 78401**

**MEETING VIA VIDEOCONFERENCE (ZOOM)**

The Nueces County Hospital District ("NCHD") Board of Managers or a Committee thereof as shown above will hold a meeting on the date and at the time and location shown. The meeting will be a remote access meeting. One or all Board or Committee members may participate in the meeting in-person or via Zoom an Internet-based audio and video conferencing platform. The agenda item(s) for this meeting are set forth on the accompanying page(s); agenda item(s) are not necessarily considered in the order listed.

Meeting materials are available via NCHD's BoardBook meeting management system at: <https://meetings.boardbook.org/Public/Organization/1886>.

The Coronavirus COVID-19 pandemic has resulted in the Board of Managers modifying its practices for all Board and Committee meetings. To reduce the possibility of Coronavirus COVID-19 spread from in-person meetings, the Board or Committee will meet via Zoom; this practice will continue for all future meetings until further notice. Pursuant to an Emergency Executive Order issued on March 16, 2020 by Governor Greg Abbott, government bodies in Texas can hold such audio and video conferencing meetings without any members present in a physical location. In addition, considering existing precautions relating to spreading the Coronavirus, it is suggested that any entities planning to attend this meeting in-person consider limiting their attending representatives to one (1) person. As required by state law, notice of this and future meetings will be posted online at [www.nchdcc.org/meeting.cfm](http://www.nchdcc.org/meeting.cfm) as well as the Nueces County Clerk's website, which can be searched at <https://nueces.tx.publicsearch.us/>. The requirement for physical posting of meeting notices has been waived until further notice through the Emergency Order.

Members of the public may attend this meeting in-person or they may observe and participate via Zoom as shown on the following page.

**Attend In-Person:**

Board of Managers Meeting Room, 555 N. Carancahua Street, Room 950-A, Corpus Christi,  
Texas 78401

**Join Zoom Meeting:**

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFpZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

One tap mobile

+13462487799,,5746765992# US (Houston)

+12532158782,,5746765992# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 574 676 5992

Find your local number: <https://nchdcc-org.zoom.us/j/5746765992>

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BOARD OF MANAGERS  
Board of Managers - Regular Meeting  
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**2. ROLL CALL OF BOARD OF MANAGERS:**

- John B. Martinez, J.D., Chairman
- Sylvia Tryon Oliver, Vice-Chairman
- Belinda Flores, RN
- Vishnu V. Reddy, M.D.
- Daniel W. Dain
- John E. Valls, M.B.A.
- Mariana Garza, J.D.

**3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE**

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

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C. Receive hospital providers' quarterly reports relating to certain Indigent Care Affiliation Agreements associated with participation in the Texas Healthcare Transformation and Quality Improvement Program Medicaid 1115 Waiver for calendar quarter-ended September 30, 2020:

1. CHRISTUS Spohn Health System Corporation Hospitals: Alice, Beeville, and Kleberg (Consolidated Report);
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3. Driscoll Children's Hospital.

D. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date:

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2. Emergency medical services provided in unincorporated areas of Nueces County;
3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
4. Medical services provided at County correctional facilities:
  - a. Nueces County Jail; and
  - b. Nueces County Juvenile Detention Center;
5. Funding for alcohol and drug abuse treatment programs:
  - a. Cenikor (Charlie's Place);
  - b. Council on Alcohol and Drug Abuse; and
  - c. Palmer Drug Abuse Program;
6. Funding for diabetes prevention and supporting programs;
7. Public health grants; and
8. Legal and professional fees. (*Finance Committee*)

E. Receive reports relating to Nueces Aid Program enrollment for month-ended October 31, 2020. (*Finance Committee*)

F. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. (*Finance Committee*)

G. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the

CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended October 31, 2020. (*Finance Committee*)

H. Receive summary report of year-to-date intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission. (*Finance Committee*)

1. Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver):
  - a. Delivery System Reform Incentive Payment (DSRIP) pool; and
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2. Disproportionate Share Hospitals (DSH) program;
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5. Graduate Medical Education (GME). (*Finance Committee*)

I. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended October 31, 2020. (*Finance Committee*)

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1. Receive and approve unaudited financial statements for fiscal year-ended September 30, 2020. (**ACTION**)
2. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended October 31, 2020. (**ACTION**)
3. Ratify engagement of Collier, Johnson & Woods, P.C., Certified Public Accountants to perform an audit of the Hospital District's financial statements for the fiscal year ended September 30, 2020. (**ACTION**)

**B. Community Mental Health Initiatives:**

1. Receive copy of letter from Nueces County Medical Society to Nueces County Judge relating to the *Meadows Foundation Comprehensive Behavioral Health Community Needs Assessment*. (**INFORMATION**)
2. Approve Supplemental Agreement No. 1 to Professional Services Contract between Nueces County, Nueces County Hospital District, and Meadows

Mental Health Policy Institute; Supplemental Agreement extends due date for Deliverable No. 7 relating to implementation consulting services to March 31, 2021. *(ACTION)*

3. Approve agreement/contract with The Police Assisted Addiction and Recovery Initiative (PAARI) relating to support and resources to assist law enforcement agencies in creating non-arrest pathways to addiction treatment and recovery. *(ACTION)*

**C. COVID-19 Pandemic:**

1. Receive presentation from the Coastal Bend Joint Task Force between City of Corpus Christi, Nueces County, and Texas A&M University-Corpus Christi on modeling the potential effects of COVID-19 on the Coastal Bend Region. *(INFORMATION)*

2. Receive update on establishment of a COVID-19-related Alternate Care Site for post-acute care at Corpus Christi Medical Center-Northwest located at 13725 Northwest Boulevard, Corpus Christi, Texas. *(INFORMATION)*

3. Discuss and consider alternate actions relating to establishment of a COVID-19-related Alternate Care Site. *(ACTION)*

**D. Legislative Committee:**

1. Discuss and consider adoption of legislative agenda for 87th Texas Legislative Session. *(ACTION)*

**E. Correctional Facilities Health Services:**

1. Approve Health Services Agreement for Nueces County Correctional Facilities between Nueces County, Nueces County Hospital District, and Armor Correctional Health Services, Inc. for initial three-year term December 1, 2020 - November 30, 2023, and two one-year renewal options December 1, 2023 - November 30, 2024 and December 1, 2024 - November 30, 2025. *(ACTION)*

**F. Local Provider Participation Fund (LPPF):**

1. Approve LPPF-related Indigent Care Affiliation Agreements for Fiscal Year 2020 (October 1, 2019 - September 30, 2020):

- a. CHRISTUS Spohn Hospital Corpus Christi;
- b. Corpus Christi Rehabilitation Hospital;
- c. Driscoll Children's Hospital;
- d. PAM Rehabilitation Hospital of Corpus Christi;
- e. PAM Specialty Hospital of Corpus Christi North;
- f. South Texas Surgical Hospital; and
- g. The Corpus Christi Medical Center - Bay Area. *(ACTION)*

**G. Nueces Aid Program:**

1. Approve Contract Amendment No. 2 to Personal Services Contract, as amended, between Nueces County, Nueces County Hospital District, and Thomas L. Graham; Amendment extends term and final website deliverable due date to January 31, 2021. *(ACTION)*

**H. Board of Managers Business:**

1. Elect Board of Managers Chairman to fill remainder of Fiscal Year 2021 term. *(ACTION)*

**I. Administrator's Actions:**

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

a. Ratify renewal of Quality Assessment, Utilization Review, and Coding Review Services Agreement with Texas Medical Foundation for the period January 1, 2021 - December 31, 2022. *(ACTION)*

b. Receive executed Statement of Work (SOW) with Accenture, LLP relating to the provision of and access to proprietary and COVID-19 related data supporting identification of Nueces County's social determinants of health; SOW includes provision of cloud-based social determinants data sets and development of geographical and population-based dashboards in conjunction with Texas Health Institute. SOW accompanies Texas Department of Information Resources Contract No. DIR-TSO-4062 relating to cloud services and related services. *(INFORMATION)*

c. Receive executed Agreement with Texas Health Institute relating to provision of project management, subject matter expert, environmental and policy scan, community stakeholder engagement services, and recommendations to guide Accenture, LLP's social determinants of health dashboard framework and metrics. *(INFORMATION)*

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2. Board of Managers: December 15, 2020 at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. *(INFORMATION)*

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matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551 and the Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071. In the event the Board elects to go into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws:

A. Consult with attorneys on matters relating to litigation against opioid drug manufacturers, promoters, and distributors responsible for causing and contributing to an epidemic of opioid addiction in Nueces County, including but not limited to Purdue Pharma, Endo Pharmaceuticals, Janssen Pharmaceuticals, Insys Therapeutics, the McKesson Corporation, Cardinal Health and AmerisourceBergen for violations of the Deceptive Trade Practices Act, fraud, unjust enrichment, negligence, violations of the federal Controlled Substances Act, civil conspiracy and any other related causes of action, and related matters.

9. **OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

10. Consider final action, decision, or vote on matters considered in the Closed Meeting.  
***(ACTION AS NEEDED)***

11. **ADJOURN**

**MINUTES  
BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
OCTOBER 20, 2020**

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The Nueces County Hospital District Board of Managers will hold a regular meeting via teleconference on Tuesday, October 20, 2020 at 12:00 p.m. in the NCHD Board Room, located at 555 North Carancahua Street, Room 950 – A, Corpus Christi, Texas.

**HOSPITAL DISTRICT REPRESENTATIVES:**

Jonny F. Hipp	Administrator/CEO
Belinda E. Chism	Assistant Administrator
Donna Littlefield	Director, Accounting & Finance
Wm DeWitt Alsup	Attorney, Alsup Law Firm
Mary Esther Guerra	Assistant County Attorney
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

**OTHERS PRESENT:**

J.C. Adams	Cloud 9
Amanda Cutbirth	Task Force Opioid
Barbara Canales	Nueces County Judge
Captain Brandi Moss	CCPD
Brandon Prevett	HIS
John Colburn	Cloud 9 - via Zoom
Michael Peterson MD	Texas Health Institute – via Zoom
Ankit Sanghavi	Texas Health Institute – via Zoom
Nadia Siddiqui	Texas Health Institute – via Zoom
Andy Miller	Texas Health Institute – via Zoom
Mark Hendrix	MHID – via Zoom
Andrea Kovarik	MHID – via Zoom
Angela Rhoden	CCMC – via Zoom
Dennis Mkrтчian	Gjerset & Lorenz LLP – via Zoom
Gary Eiland	Consultant – via Zoom
Paul Thurman	Commissioner’s Asst. for Pct 1 – via Zoom
Laura Martinez	Nueces County Attorney – via Zoom
Norine Yukon	CEO of United Healthcare – via Zoom
Allie Hunter	PAARI – via Zoom
13614344087	via Zoom
17138510500	via Zoom

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS MEMBERS:

- John B. Martinez, J.D., Chairman
- Sylvia Tryon Oliver, Vice-Chairman
- Belinda Flores, RN
- Vishnu V. Reddy, M.D.
- Daniel W. Dain
- John E. Valls
- Mariana Garza, J.D.

3. **CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE**

- A. Call to order – Mr. Martinez, Chairman  
The meeting was called to order by Mr. Martinez at 12:13 p.m.
- B. Establish quorum – Mr. Martinez, Chairman  
A quorum was present with six members in attendance.

**John B. Martinez, J.D., Chairman – PRESENT**  
**Syliva Tryon Oliver, Vice – Chairman – PRESENT**  
**Vishnu V. Reddy, M.D., Member – PRESENT**  
**Daniel W. Dain, Member – PRESENT**  
**John E. Valls, Member – PRESENT**  
**Mariana Garza J.D., Member – PRESENT**  
**Belinda Flores, RN, Member – ABSENT**

- C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.
- D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

4. **PUBLIC COMMENT** - Persons wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020**

Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Commenters shall limit their comments to three

(3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes. See the "Public Comment" section of the preceding General Information page for additional information.

**J.C. Adams  
Judge Barbara Canales**

5. **CONSENT AGENDA** - See the "Consent Agenda" section of the preceding General Information page for an explanation of the Consent Agenda and for additional information.

A. Approve Board of Managers meeting minutes of:

1. September 15, 2020 Regular;
2. September 24, 2020 Special; and
3. September 29, 2020 Special.

B. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2020 year-to-date:

1. Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;
2. Emergency medical services provided in unincorporated areas of Nueces County;
3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
4. Medical services provided at County correctional facilities:
  - a. Nueces County Jail; and
  - b. Nueces County Juvenile Detention Center;
5. Funding for alcohol and drug abuse treatment programs:
  - a. Cenikor (Charlie's Place);
  - b. Council on Alcohol and Drug Abuse; and
  - c. Palmer Drug Abuse Program;
6. Funding for diabetes prevention and supporting programs;
7. Public health grants; and
8. Legal and professional fees. (*Finance Committee*)

C. Receive reports relating to Nueces Aid Program enrollment for month-ended September 30, 2020. (*Finance Committee*)

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020

- D. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. (*Finance Committee*)
- E. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended September 30, 2020. (*Finance Committee*)
- F. Receive summary report of year-to-date intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission. (*Finance Committee*)
1. Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver):
    - a. Delivery System Reform Incentive Payment (DSRIP) pool; and
    - b. Hospital Uncompensated Care (UC) pool.
  2. Disproportionate Share Hospitals (DSH) program;
  3. Network Access Improvement Program (NAIP);
  4. Uniform Hospital Rate Increase Program (UHRIP); and
  5. Graduate Medical Education (GME). (*Finance Committee*)
- G. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended September 30, 2020. (*Finance Committee*)

**Motion by Mr. Valls and seconded by Ms. Oliver.  
MOTION CARRIED.**

**6. REGULAR AGENDA:**

**A. Finance Committee:**

1. Receive and approve Quarterly and Annual Investment Reports:
  - a. Quarterly Investment Report for fiscal quarter-ended September 30, 2020 and ratify related investment transactions; and
  - b. Annual Investment Report for fiscal year-ended September 30, 2020. (**ACTION**)

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020

**Motion by Mr. Valls and seconded by Dr. Reddy.  
MOTION CARRIED.**

**B. Social Determinants of Health and Health Equity:**

1. Receive information on the role of social determinants of health in promoting health and health equity. (*INFORMATION*)
2. Discuss and consider approval of Statement of Work (SOW) with Accenture, LLP relating to the provision of and access to proprietary and COVID-19 related data supporting identification of Nueces County's social determinants of health; SOW includes provision of cloud-based social determinants data sets and development of geographical and population-based dashboards in conjunction with Texas Health Institute. SOW accompanies Texas Department of Information Resources Contract No. DIR-TSO-4062 relating to cloud services and related services; and authorize Administrator to finalize details and execute SOW. (*ACTION*)

**Presentation by Accenture and Texas Health Institute.**

**Motion by Mr. Valls and seconded by Dr. Reddy.  
MOTION CARRIED.**

3. Discuss and consider approval of an Agreement with Texas Health Institute relating to provision of project management, subject matter expert, environmental and policy scan, community stakeholder engagement services, and recommendations to guide Accenture, LLP's social determinants of health dashboard framework and metrics; and authorize Administrator to finalize details and execute Agreement. (*ACTION*)

**Motion by Mr. Valls and seconded by Dr. Reddy.  
MOTION CARRIED.**

**C. Community Mental Health Initiatives:**

1. Receive Meadows Mental Health Policy Institute's Nueces County Comprehensive Behavioral Health Community Needs Assessment Final Report September 2020. (*INFORMATION*)

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020

2. Receive presentation from The Police Assisted Addiction and Recovery Initiative (PAARI) relating to support and resources to help law enforcement agencies create non-arrest pathways to treatment and recovery. *(INFORMATION)*

**Presentation by Allie Hunter with PAARI.**

**Recess called by Mr. Martinez, Chairman at 1:56 p.m.**

**Meeting called back to order by Mr. Martinez, Chairman at 2:12 p.m.**

3. Receive presentation from Cloud 9<sup>®</sup> TeleBehavioral Healthcare on technology for law enforcement, fire, and emergency medical services to connect to remote mental health clinicians and/or medical practitioners to jointly treat patients experiencing mental health crisis in the community. *(INFORMATION)*

**Presentation by J.C. Adams with Cloud 9.**

**D. COVID-19 Pandemic:**

1. Receive update on establishment of a COVID-19-related Alternate Care Site for post-acute care at Corpus Christi Medical Center-Northwest located at 13725 Northwest Boulevard, Corpus Christi, Texas. *(INFORMATION)*

**E. Legislation:**

1. Discuss and consider adoption of legislative agenda for 87th (2021) Texas Legislative Session. *(ACTION)*

**Item E. (1) Tabled by Board Members for Special Meeting.**

**F. Board of Managers Business:**

1. Adopt Calendar Year 2021 Board of Managers Meeting dates and times. *(ACTION)*

**Motion by Dr. Reddy and seconded by Mr. Valls.**

**MOTION CARRIED.**

**G. Local Provider Participation Fund:**

1. Receive information on establishment of Nueces County Hospital District LPPF. *(INFORMATION)*

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020

**H. Purchasing:**

1. Adopt Board of Managers Order granting professional services exemption from the competitive purchasing requirements of Texas Local Government Code, §262.023 for acquisition of Quality Assessment, Utilization Review, and Coding Review Services from the Texas Medical Foundation for Calendar Years 2021, 2022, and 2023; exemption authorized by Local Government Code, §262.024(a)(4).  
*(ACTION)*

**Motion by Mr. Valls and seconded by Mr. Dain.  
MOTION CARRIED.**

2. Adopt Board of Managers Order granting professional services exemption from the competitive purchasing requirements of Texas Local Government Code, §262.023 for acquisition, from Texas Health Institute, of project management, subject matter expert, environmental and policy scan, community stakeholder engagement services, and recommendations to guide Accenture, LLP's social determinants of health dashboard framework and metrics for Calendar Years 2021 and 2022; exemption authorized by Local Government Code, §262.024(a)(4).  
*(ACTION)*

**Motion by Mr. Valls and seconded by Mr. Dain.  
MOTION CARRIED.**

**I. Administrator's Actions:**

1. Receive information on Administrator's action(s) performed as part of his duties directing the affairs of the District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):
  - a. Extension of due date for Deliverable No. 7 of Professional Services Contract with Meadows Mental Health Policy Institute; due date for consultations extended to March 31, 2021. *(INFORMATION)*

**7. ADMINISTRATOR'S BRIEFING:**

- A. Next Board of Managers and Board Committee meetings (all meetings' dates, times, and locations subject to change):
  1. Finance Committee: November 17, 2020, 11:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020**

2. Board of Managers: November 17, 2020, 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (*INFORMATION*)

**8. ADJOURN**

**Motion to adjourned by Mr. Martinez.  
Motion by Dr. Reddy and seconded by Mr. Dain.  
Meeting adjourned at 3:19 p.m.**

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
OCTOBER 20, 2020**

**PRESIDING OFFICER**

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John B. Martinez, J.D., Chairman  
Nueces County Hospital District

**ATTEST:**

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Jonny F. Hipp, Secretary  
Board of Managers  
Nueces County Hospital District

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Wm Dewitt Alsup, General Counsel  
Nueces County Hospital District

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**SUMMARY OF COMMUNITY BENEFITS PROVIDED BY CHRISTUS SPOHN  
HOSPITAL ALICE, CHRISTUS SPOHN HOSPITAL BEEVILLE, AND  
CHRISTUS SPOHN HOSPITAL KLEBERG  
OCTOBER 2020**

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Throughout the year, CHRISTUS Spohn Hospital Alice, CHRISTUS Spohn Hospital Beeville and CHRISTUS Spohn Hospital Kleberg (collectively, the “Hospitals”) provide healthcare services to the residents of Nueces County and Region 4, including inpatient and outpatient hospital services at their facilities and other healthcare and educational services in clinics and throughout the community. As part of their collaboration with the Nueces County Hospital District (“the District”), memorialized in the Nueces County Indigent Care Affiliation Agreement, the Hospitals have agreed to provide the District reports summarizing the services they provide in the community. In accordance with the State of Texas’ requirements for receipt of Medicaid supplemental payments under the Texas Demonstration Waiver program, the Hospitals and the District have certified that the Hospitals will not provide service summary reports more often than quarterly. Following is a summary report which provides an overview of the community services provided by the Hospitals in the three months ending September 30, 2020.

**Hospital Services**

The Hospitals provide a significant amount of uncompensated care to residents of Nueces County and surrounding communities, and experience unreimbursed costs for these services totaling approximately \$20.7 million annually.

The Hospitals recognize the need to support community health improvement services as well as local charitable organizations and collaborate to reach out to the surrounding communities. This outreach includes contributing funding to community agencies, providing education services to health professionals, operating a mobile clinic under its Community Outreach program, providing supervision to healthcare students, and providing free health screenings under its Cardiac Risk and Breast Care programs.

**CHRISTUS Spohn Hospital Alice (“Alice”)**

- Alice provides a significant amount of uncompensated care to residents of Jim Wells County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$9.5 million annually.
- Alice also provided nearly \$18.5 million in inpatient and outpatient charitable healthcare services to indigent patients of Region 4 over the last three months. Although Alice remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Alice during this period.
- Alice recognizes the need to provide emergency services to all residents of the community, including low-income and needy patients, and provides these services

regardless of a patient's ability to pay. Alice has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Alice offers the local community. Included as **Exhibit A** is documentation supporting Alice's provision of these services, encompassing 7,613 patient visits, of which nearly 46% represent charity, Medicaid and uninsured patients.

- Alice recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Through its superior pediatric facilities and newborn delivery services, Alice is proud to have brought 28 healthy babies into the world in the last quarter. Included as **Exhibit B** is information regarding these delivery services, of which nearly 93% represented charity, uninsured and Medicaid services.

#### CHRISTUS Spohn Hospital Beeville ("Beeville")

- Beeville provides a significant amount of uncompensated care to uninsured residents of the County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$4.7 million annually.
- Beeville also provided over \$10.6 million in inpatient and outpatient charitable healthcare services to indigent patients during this period. Although Beeville remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Beeville during this period.
- Beeville recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Beeville has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Beeville offers the local community. Included as **Exhibit C** is documentation supporting Beeville's provision of these services. Of the 7,620 emergency encounters provided by Beeville, approximately 40% represent services provided to Medicaid, charity and uninsured patients.
- Beeville recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Included as **Exhibit D** is information on the 44 newborn deliveries Beeville performed during this period, over 77% of which represent services to Medicaid, charity and uninsured.

#### CHRISTUS Spohn Hospital Kleberg ("Kleberg")

- Kleberg provides a significant amount of uncompensated care to residents of the County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$6.5 million annually.
- Kleberg also provided approximately \$11.8 million in inpatient and outpatient charitable healthcare services to indigent patients during this period. Although Kleberg remains willing and able to provide charity hospital services to patients

eligible for Nueces Aid, no Nueces Aid patients presented for services at Kleberg during this period.

- Kleberg recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Kleberg has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Kleberg offers the local community. Included as **Exhibit E** is documentation supporting Kleberg's provision of these services to 6,157 patients, of which nearly 42% represent charity, Medicaid and uninsured patients.
- Kleberg recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Through its superior pediatric facilities and newborn delivery services, Kleberg is proud to have brought 83 healthy babies into the world during the last quarter. Included as **Exhibit F** is information regarding these delivery services, of which approximately 77% represented charity, uninsured and Medicaid services.

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**SUMMARY BY SERVICE - ALICE ER  
JULY 2020 - SEPTEMBER 2020**

<b>Insurance Plan 1 - Insurance Plan Group</b>	<b>Sum of CASES</b>
AG - AGENCY	63
CO - COMMERCIAL	38
HM - HEALTH MAINTENANCE ORGANIZATIO	369
HS - HOSPICE	10
KD - MEDICAID	93
KM - MEDICAID MANAGED	1473
KP - MEDICAID PENDING	7
MC - MEDICARE	1274
MM - MEDICARE MANAGED	1356
PP - PREFERRED PROVIDER ORGANIZATIO	1008
SP - SELF-PAY	1876
TC - TRICARE-USFHP	24
WC - WORKERS COMPENSATION	22
<b>Grand Total</b>	<b>7613</b>

<b>Payor</b>	<b>Sum of CASES</b>
CHARITY/UNINSURED/SELF-PAY	1905
INSURED	4143
MEDICAID	1565
<b>Grand Total</b>	<b>7613</b>

**% of Alice ER with Medicaid/Charity/Uninsured/Self-Pay for July -  
September 2020** **46%**

**SUMMARY BY SERVICE - ALICE NEWBORNS  
JULY 2020 - SEPTEMBER 2020**

<b>Insurance Plan 1 - Insurance Plan Group</b>	<b>Sum of CASES</b>
HM - HEALTH MAINTENANCE ORGANIZATIO	1
KD - MEDICAID	2
KM - MEDICAID MANAGED	20
PP - PREFERRED PROVIDER ORGANIZATIO	1
SP - SELF-PAY	4
<b>Grand Total</b>	<b>28</b>

<b>Payor</b>	<b>Sum of CASES</b>
CHARITY/UNINSURED/SELF-PAY	4
INSURED	2
MEDICAID	22
<b>Grand Total</b>	<b>28</b>

**%% of Alice Newborns with Medicaid/Charity/Uninsured/Self-Pay for July -  
September 2020** **93%**

**SUMMARY BY SERVICE - BEEVILLE ER  
JULY 2020 - SEPTEMBER 2020**

<b>Insurance Plan 1 - Insurance Plan Group</b>	<b>Sum of CASES</b>
AG - AGENCY	41
CO - COMMERCIAL	60
HM - HEALTH MAINTENANCE ORGANIZATIO	532
HS - HOSPICE	1
KD - MEDICAID	83
KM - MEDICAID MANAGED	1451
KP - MEDICAID PENDING	5
MC - MEDICARE	1281
MM - MEDICARE MANAGED	1594
PP - PREFERRED PROVIDER ORGANIZATIO	970
SP - SELF-PAY	1498
TC - TRICARE-USFHP	79
WC - WORKERS COMPENSATION	25
<b>Grand Total</b>	<b>7620</b>

<b>Payor</b>	<b>Sum of CASES</b>
CHARITY/UNINSURED/SELF-PAY	1525
INSURED	4561
MEDICAID	1534
<b>Grand Total</b>	<b>7620</b>

**% of Beeville ER with Medicaid/Charity/Uninsured/Self-Pay for July -  
September 2020** **40%**

**SUMMARY BY SERVICE - BEEVILLE NEWBORNS  
JULY 2020 - SEPTEMBER 2020**

<b>Insurance Plan 1 - Insurance Plan Group</b>	<b>Sum of CASES</b>
HM - HEALTH MAINTENANCE ORGANIZATIO	2
KD - MEDICAID	3
KM - MEDICAID MANAGED	29
PP - PREFERRED PROVIDER ORGANIZATIO	8
SP - SELF-PAY	2
<b>Grand Total</b>	<b>44</b>

<b>Payor</b>	<b>Sum of CASES</b>
CHARITY/UNINSURED/SELF-PAY	2
INSURED	10
MEDICAID	32
<b>Grand Total</b>	<b>44</b>

**% of Beeville Newborns with Medicaid/Charity/Uninsured/Self-Pay for July -  
September 2020** **77%**

**SUMMARY BY SERVICE - KLEBERG ER  
JULY 2020 - SEPTEMBER 2020**

<b>Insurance Plan 1 - Insurance Plan Group</b>	<b>Sum of CASES</b>
AG - AGENCY	131
CO - COMMERCIAL	47
HM - HEALTH MAINTENANCE ORGANIZATIO	289
HS - HOSPICE	3
KD - MEDICAID	104
KM - MEDICAID MANAGED	1198
KP - MEDICAID PENDING	26
MC - MEDICARE	815
MM - MEDICARE MANAGED	1160
PP - PREFERRED PROVIDER ORGANIZATIO	1022
SP - SELF-PAY	1164
TC - TRICARE-USFHP	139
WC - WORKERS COMPENSATION	59
<b>Grand Total</b>	<b>6157</b>

<b>Payor</b>	<b>Sum of CASES</b>
CHARITY/UNINSURED/SELF-PAY	1257
INSURED	3598
MEDICAID	1302
<b>Grand Total</b>	<b>6157</b>

**% of Kleberg ER with Medicaid/Charity/Uninsured/Self-Pay for July -  
September 2020** **42%**

**SUMMARY BY SERVICE - KLEBERG NEWBORNS  
JULY 2020 - SEPTEMBER 2020**

<b>Insurance Plan 1 - Insurance Plan Group</b>	<b>Sum of CASES</b>
HM - HEALTH MAINTENANCE ORGANIZATIO	4
KD - MEDICAID	5
KM - MEDICAID MANAGED	58
PP - PREFERRED PROVIDER ORGANIZATIO	11
SP - SELF-PAY	1
TC - TRICARE-USFHP	4
<b>Grand Total</b>	<b>83</b>

<b>PAYOR</b>	<b>Sum of CASES</b>
CHARITY/UNINSURED/SELF-PAY	1
INSURED	19
MEDICAID	63
<b>Grand Total</b>	<b>83</b>

% of Kleberg Newborns with Medicaid/Charity/Uninsured/Self-Pay for  
July - September 2020

77%

**Summary of Community Benefits Provided To**

**Nueces County Community**

**Quarter Ending September 30, 2020**

**By**

**Bay Area Healthcare Group, Ltd. d/b/a Corpus Christi Medical Center**

**Above all else, we are committed to the care and improvement of human life.**

## **I. Background**

The 2011 Texas Legislature directed HHSC to expand Medicaid managed care to achieve savings and to preserve hospital access to funding consistent with upper payment limit (UPL) funding. The best approach to achieve these goals along with delivery system reform and quality improvements was to negotiate a five-year 1115 waiver. In December 2011, Texas received federal approval for the 1115 Healthcare Transformation Waiver (Waiver). The Waiver requires providers and other stakeholders to work collectively and collaboratively to develop and submit a regional plan for health care delivery system reform through the formation of Regional Healthcare Partnerships (RHP's). Corpus Christi Medical Center is an active participant in the RHP 4 planning and has several proposed delivery system reform projects included in the final regional plan.

Integral to the success of the regional plan is the collaboration to support Nueces County Hospital District (District) in its mission to provide healthcare to the poor and needy. Throughout the year, CCMC provides healthcare services to the residents of Nueces (and surrounding) counties, including inpatient and outpatient hospital services at the facility, as well as other healthcare and educational services throughout the community. As part of the collaboration with the District, memorialized in the Nueces County Indigent Care Affiliation Agreement, CCMC agreed to provide the District periodic reports summarizing the services provided in the community.

The following is the thirty-second quarterly report, which provides an overview of the community benefits provided by CCMC during the last quarter.

## **II. Community Benefits**

CCMC provides a significant amount of healthcare services that are delivered directly to members of the community at free or reduced cost. These services benefit the District by sharing the burden and responsibility for caring for the poor and needy. CCMC provides a significant amount of uncompensated care to the residents of Nueces County and surrounding communities. For this reporting period CCMC provided approximately \$43 million in uncompensated care, including the unreimbursed costs of treating Medicaid patients. CCMC continually strives to improve the services provided to the community, as well as access to those services. Listed on the next page are examples of some of the additional services provided by CCMC in their collaboration with the District.

## **III. Additional Services Provided by CCMC**

- ◆ **Emergency Room Services:** CCMC recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Approximately 46% of all visits to CCMC's emergency department are charity, self-pay, or Medicaid patients.

### III. Additional Services Provided by CCMC (continued)

- ◆ **Newborn Services:** CCMC recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Approximately 60% of all births at CCMC are for charity, self-pay, or Medicaid patients.
- ◆ **Psychiatric Services:** Patients requiring psychiatric services are often one of the most underserved populations in the community, and CCMC strives to ensure that these patients receive appropriate care. CCMC is the largest provider of inpatient psychiatric care in the community with 60 beds and the capability to treat adolescent, adult, and geriatric patients. In addition, CCMC offers several outpatient programs designed to compliment our inpatient services. Approximately 60% of psychiatric services are provided to charity, self-pay, Medicaid, and low income patients.
- ◆ **Trauma Level II Services:** CCMC started pursuit of Level II trauma on 8/1/18 in response to the community's need for these services on the south side of town. Significant capital investment and major operating expenditures have been incurred (and are ongoing) to ensure a successful program with quality patient outcomes. Approximately 33% of the trauma patients are uninsured or low income.
- ◆ **New Equipment/Upgrades:** CCMC continues to renovate and upgrade its facility and equipment. Major projects/purchases include; Surgical equipment upgrades, Cardiovascular service line enhancements, Radiology upgrades, and Trauma Level II Services starting 8/1/18.
- ◆ **Physician Recruitment/Training:** CCMC continues to support its Internal Medicine residency program at levels that significantly exceed the caps funded by the Medicare program. In addition, CCMC is supporting two Fellowship programs in Cardiology and Pulmonary/Critical Care. CCMC is actively recruiting several physicians to the market, including Orthopedics, Cardiology, OB/Gyn, Urology, and FP. CCMC is also providing locum tenens and telemedicine coverage to alleviate the critical Behavioral Health provider shortage and supplement Neurology coverage.
- ◆ **Donations:** CCMC provided support to the following organizations in the third quarter of 2020; American Heart Association, American Cancer Society, and United Way,
- ◆ **Education and Outreach:** CCMC participated in various health fairs and speaking engagements, provided free health screenings, and volunteered staff and physicians for local radio and television health and wellness programs. Our programs include; Stroke support group, Weight loss and Bariatric surgery seminars, Behavioral Health seminars, Joint Replacement Classes, Childbirth Education classes, and fall prevention education.

### III. Additional Services Provided by CCMC (continued)

- ◆ **Partnerships and Community Support:** CCMC is active in many community organizations; March of Dimes, American Heart Association, American Cancer Society, Rotary Club, United Way, CASA, Nueces County Medical Society, Charlie's Place, CCFD, and the Chamber of Commerce. Support includes personal and corporate donations as well as time volunteered by CCMC's employees. CCMC provides space at their Northwest campus free of charge in order for Del Mar College to offer classes in the local community.
  
- ◆ **COVID-19 Response:** CCMC has responded to the current crisis in our community by; 1) increasing bed capacity, 2) continually refining testing strategies to reduce the turnaround time, 3) partnering with our physicians on the appropriate clinical strategies, 4) securing additional resources to aid in the care of our patients, 5) continually refining our procedures/policies to comply with local, state, and federal guidelines, and 6) coordinating with local emergency management personnel on all reporting and response efforts.

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**Summary of Community Benefits Provided By:**

**Driscoll Children's Hospital**

**Quarter Ending September 30<sup>th</sup>, 2020**

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- Driscoll Children's Hospital recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Approximately 80.72% of all visits to Driscoll's emergency departments are made by charity, self-pay, or Medicaid patients.
- Driscoll recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate by providing the latest in medical technology and specialized care to newborns across the region. Over 73.95% of neonatal intensive care services are to charity, self-pay, or Medicaid patients.
- Patients requiring psychiatric services are often one of the most under-served populations in a community, and Driscoll strives to ensure that these patients receive appropriate care. Approximately 70.56% of the primary diagnosis behavioral services Driscoll offers in its facilities are provided to charity, self-pay, and Medicaid patients.
- Dedicated to our continued effort to improve the community's access to pediatric physician specialists, Driscoll recruited a Pediatric Anesthesiology, Neonatal Perinatal Medicine, Child & Adolescent Psychiatry, Child Neurology, and Pediatric Cardiologist. Driscoll also credentialed pediatric physicians to the medical staff of its hospital. These physicians began practicing within the hospital and physician groups during the 3<sup>rd</sup> Quarter of 2020.
- Driscoll continues to provide a variety of health services to Nueces and surrounding counties to meet the needs of the underserved community:
  - These programs include but are not limited to: Community Health Fairs, health education, physician education, and therapy camps. These activities represent a community benefit of approximately \$23,986.
  - The Driscoll transport program provides emergency transports services via ambulance and air transport. Most of the children transported would not otherwise have had the means to access the service. From July 2020 through September 2020, there were 310 transports.

**Nueces Aid Program  
Application Processing Summary Calendar Year 2020**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020	Comments
<b>TOTAL APPLICATIONS</b>	1,320	1,037	1,374	1,391	1,256	813	955	1,086	1,040	1,000			11,272	
- Approved %	1,132 85.8%	852 82.2%	1,163 84.6%	1,259 90.5%	1,088 86.6%	595 73.2%	707 74.0%	878 80.8%	709 68.2%	639 63.9%			9,022 80.0%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied %	188 14.2%	185 17.8%	211 15.4%	132 9.5%	168 13.4%	218 26.8%	248 26.0%	208 19.2%	331 31.8%	361 36.1%			2,250 20.0%	
<b>APPROVALS BY PLAN TYPE</b>														
<b>NUECES AID - All Services</b>														
100% %	772 68.2%	566 66.4%	801 68.9%	858 68.1%	758 69.7%	420 70.6%	478 67.6%	613 69.8%	480 67.7%	444 69.5%			6,190 68.6%	
90% %	39 3.4%	45 5.3%	36 3.1%	47 3.7%	42 3.9%	27 4.5%	31 4.4%	33 3.8%	35 4.9%	24 3.8%			359 4.0%	
80% %	48 4.2%	37 4.3%	49 4.2%	54 4.3%	46 4.2%	19 3.2%	24 3.4%	25 2.8%	38 5.4%	28 4.4%			368 4.1%	
70% %	29 2.6%	29 3.4%	35 3.0%	52 4.1%	35 3.2%	17 2.9%	26 3.7%	38 4.3%	18 2.5%	18 2.8%			297 3.3%	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
60% %	24 2.1%	17 2.0%	26 2.2%	33 2.6%	30 2.8%	16 2.7%	6 0.8%	18 2.1%	15 2.1%	13 2.0%			198 2.2%	
50% %	33 2.9%	26 3.1%	24 2.1%	24 1.9%	9 0.8%	15 2.5%	13 1.8%	16 1.8%	14 2.0%	8 1.3%			182 2.0%	
<b>TOTAL</b> %	945 83.5%	720 84.5%	971 83.5%	1,068 84.8%	920 84.6%	514 86.4%	578 81.8%	743 84.6%	600 84.6%	535 83.7%			7,594 84.2%	
<b>HOUSEHOLDS BY SIZE - APPROVED</b>														
1 Member Household %	988 93.2%	740 92.8%	1003 92.5%	1079 92.1%	961 93.8%	509 92.2%	601 91.9%	722 90.3%	635 94.5%	556 93.0%			7,794 92.6%	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
2 Member Household %	70 6.6%	55 6.9%	78 7.2%	86 7.3%	63 6.1%	43 7.8%	52 8.0%	76 9.5%	37 5.5%	41 6.9%			601 7.1%	
3 or > Member Household %	2 0.2%	2 0.3%	3 0.3%	6 0.5%	1 0.1%	0 0.0%	1 0.2%	2 0.3%	0 0.0%	1 0.2%			18 0.2%	Households pending other payors are not included.
<b>TOTAL HOUSEHOLDS APPROVED</b>	1,060	797	1,084	1,171	1,025	552	654	800	672	598			8,413	

**Nueces Aid Program  
Application Processing Summary Calendar Year 2020**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020	Comments
<b>INCHD DENIALS - Reasons for Denials</b>														
Non Resident %	4 2.1%	2 1.1%	4 1.9%	4 3.0%	3 1.8%	3 1.4%	1 0.4%	7 3.4%	1 0.3%	6 1.7%			35 1.6%	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
Over Income %	78 41.5%	57 30.8%	52 24.6%	24 18.2%	54 32.1%	96 44.0%	91 36.7%	71 34.1%	77 23.3%	106 29.4%			706 31.4%	
Over Resources %	6 3.2%	4 2.2%	17 8.1%	4 3.0%	9 5.4%	15 6.9%	7 2.8%	13 6.3%	14 4.2%	17 4.7%			106 4.7%	
Other Payer %	21 11.2%	26 14.1%	23 10.9%	22 16.7%	13 7.7%	13 6.0%	12 4.8%	13 6.3%	12 3.6%	17 4.7%			172 7.6%	
Requested Info Not Provided %	78 41.5%	96 51.9%	115 54.5%	78 59.1%	89 53.0%	91 41.7%	137 55.2%	104 50.0%	227 68.6%	214 59.3%			1229 54.6%	
Undocumented Aliens %	1 0.5%	0 0.0%	1 0.3%			2 0.1%	Note: UA code eff 08/01/01							
<b>TOTAL DENIALS</b>	<b>188</b>	<b>185</b>	<b>211</b>	<b>132</b>	<b>168</b>	<b>218</b>	<b>248</b>	<b>208</b>	<b>331</b>	<b>361</b>			<b>2,250</b>	
<b>HOUSEHOLDS BY SIZE - DENIED</b>														
1 Member Household %	155 90.1%	139 85.3%	172 89.6%	100 86.2%	133 88.1%	151 81.6%	192 87.3%	166 88.3%	254 86.7%	272 85.8%			1734 86.8%	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
2 Member Household %	16 9.3%	22 13.5%	19 9.9%	15 12.9%	17 11.3%	34 18.4%	28 12.7%	21 11.2%	39 13.3%	44 13.9%			255 12.8%	
3 or > Member Household %	1 0.6%	2 1.2%	1 0.5%	1 0.9%	1 0.7%	0 0.0%	0 0.0%	1 0.5%	0 0.0%	1 0.3%			8 0.4%	Households pending other payors are not included.
<b>TOTAL HOUSEHOLDS DENIED</b>	<b>172</b>	<b>163</b>	<b>192</b>	<b>116</b>	<b>151</b>	<b>185</b>	<b>220</b>	<b>188</b>	<b>293</b>	<b>317</b>			<b>1,997</b>	
<b>PENDING APPLICATIONS</b>														
Pending documentation	141	139	86	123	124	207	311	437	574	362			250	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	30	31	31	31	37	11	15	15	11	17			17	
SSI-SSID	84	52	73	78	67	41	70	80	61	50			50	
Other Payor	73	49	88	82	64	29	44	40	37	37			37	



**Nueces Aid Program  
Enrollment Summary Calendar Year 2020**

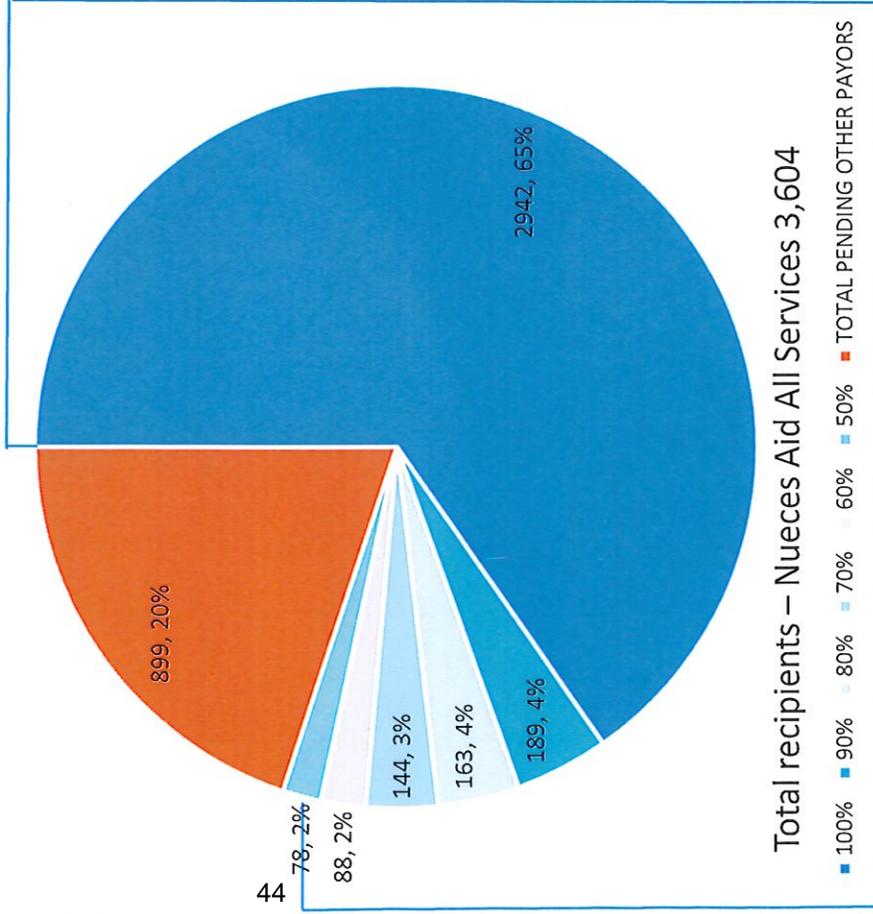
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020 Average	Comments
<b>PENDING OTHER PAYORS</b>														
TANF	107	107	95	79	90	87	82	74	50	60			83	
%	8.4%	8.6%	7.8%	6.9%	7.6%	7.9%	7.9%	7.6%	5.8%	6.7%			7.6%	
SSI-SSID	745	728	730	692	704	650	631	641	594	601			672	
%	58.8%	58.6%	59.9%	60.6%	59.3%	58.8%	60.5%	66.2%	69.0%	66.9%			61.4%	These individuals are eligible for NCHD assistance if denied assistance by other payer.
Other Payer	416	408	393	370	393	369	330	253	217	238			339	
%	32.8%	32.8%	32.3%	32.4%	33.1%	33.4%	31.6%	26.1%	25.2%	26.5%			31.0%	
<b>TOTAL PENDING OTHER PAYORS</b>	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899			1,093	
	20.3%	20.1%	19.9%	19.4%	18.8%	19.1%	19.9%	20.9%	20.9%	20.0%			19.9%	
<b>HOUSEHOLDS BY SIZE</b>														
1 Member Household	5,427	5,403	5,337	5,107	5,505	5,087	4,619	4,026	3587	3916			4,801	The percentage for each size household is calculated by dividing the number of each member household by the total number of households.
%	92.9%	93.1%	93.1%	93.0%	93.1%	93.4%	93.6%	93.0%	93.0%	93.0%			93.1%	
2 Member Household	393	388	381	371	396	347	302	294	263	288			342	
%	6.7%	6.7%	6.6%	6.8%	6.7%	6.4%	6.1%	6.8%	6.8%	6.8%			6.6%	
>=3 Member Household	20	14	14	15	15	15	12	9	6	7			13	
%	0.3%	0.2%	0.2%	0.3%	0.3%	0.3%	0.2%	0.2%	0.2%	0.2%			0.2%	
<b>TOTAL HOUSEHOLDS</b>	5,840	5,805	5,732	5,493	5,916	5,449	4,933	4,329	3,856	4,211			5,156	
43														

# October 2020

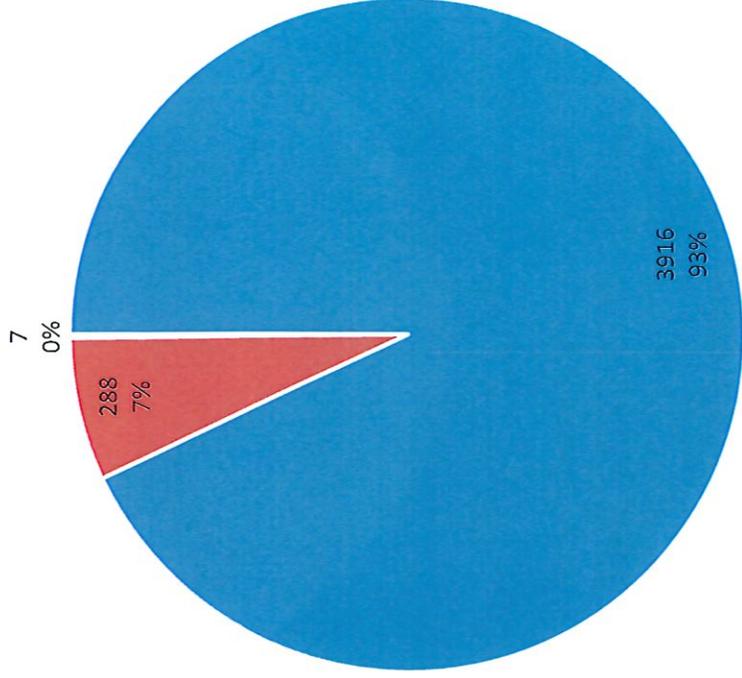
## Nueces Aid Program Enrollment

Total Enrolled  
4,503

Total Households  
4,211



Total recipients – Nueces Aid All Services 3,604

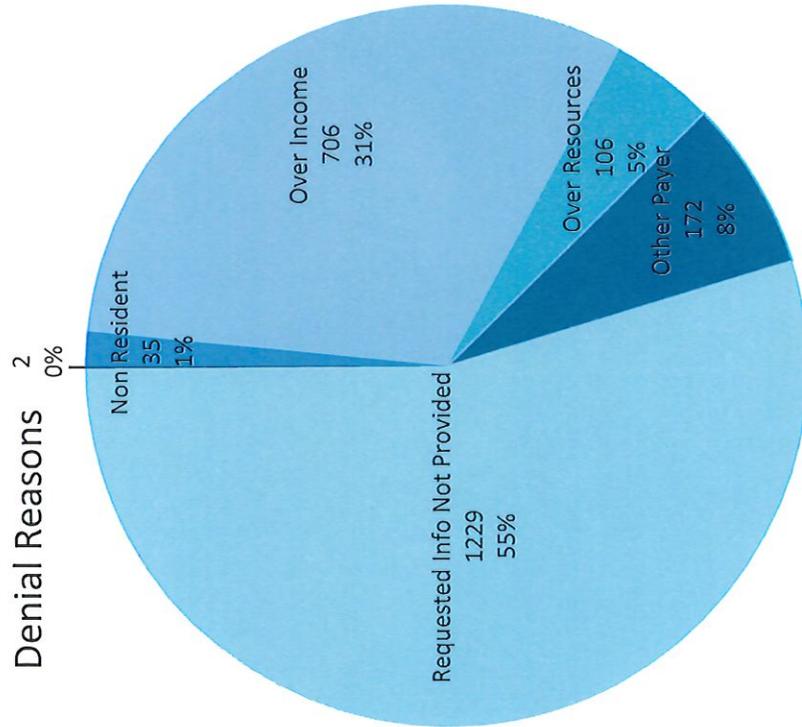


■ 1 Member Household ■ 2 Member Household ■ >=3 Member Household

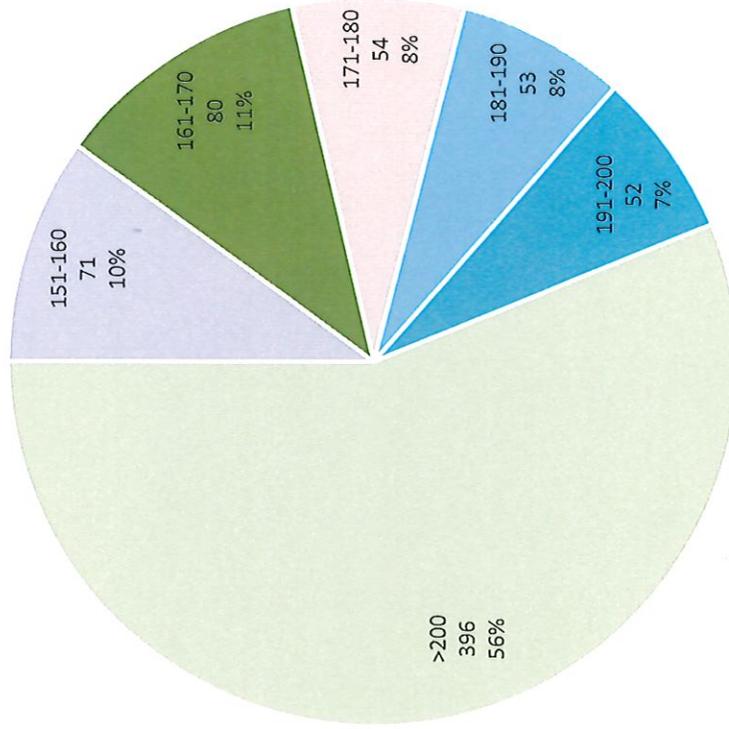
# NUECES AID DENIALS

## Calendar Year 2020 January-October

Denial Reasons



Comparison of Over Income Case  
to 2020 HHS Poverty Guidelines



November 10, 2020

Mr. Jonny Hipp  
Nueces County Hospital District  
555 N. Carancahua, Suite 950-A  
Corpus Christi, TX 78401

Dear Mr. Hipp:

We are pleased to confirm our understanding of the services we are to provide for the Nueces County Hospital District, a component unit of Nueces County, Texas, for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Nueces County Hospital District, a component unit of Nueces County, Texas, which collectively comprise the District's basic financial statements for the fiscal year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Nueces County Hospital District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Nueces County Hospital District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The Management's Discussion and Analysis is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Nueces County Hospital District's financial statements. Our report will be addressed to the Board of Managers of Nueces County Hospital District. We cannot provide

assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to

provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Nueces County Hospital District's compliance with applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare the financial statements of Nueces County Hospital District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these nonaudit services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for fair presentation in the financial statements of the respective financial position of the governmental activities each major fund, and the aggregate remaining fund information of the Nueces County Hospital District and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Audit Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Collier, Johnson & Woods P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Regulators or its designee. We will notify you of such a request. If requested, access to such workpapers will be provided under the supervision of Collier, Johnson & Woods P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to cognizant or grantor agencies. The cognizant or grantor agencies may intend, or decide; to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of seven years after the date the auditors' report is issued.

We expect to begin our audit in November 2020 and to issue our report in January 2021. Brigid Cook is the engagement partner and is responsible for supervising the engagement and signing the report.

We estimate that our fee for the engagement will approximately \$23,500. We do not anticipate the fee to exceed \$23,500 for the services, unless unforeseen circumstances arise. Such circumstances will be discussed when, and if, encountered. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

Our professional fees are based on the value of the services provided. In arriving at this value, we consider several factors, some of which are the complexity of the engagement, results of the engagement, the time required to complete the engagement, and out-of-pocket expenses. We will perform this engagement in the most cost-efficient manner by assigning work to members of the Firm that we believe have the appropriate level of experience and skill for the engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

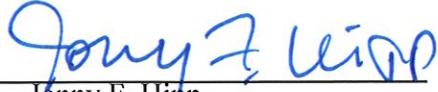
COLLIER, JOHNSON & WOODS  
A Professional Corporation



Brigid W. Cook, CPA  
Shareholder

Nueces County Hospital District  
Page -6-

**RESPONSE:** This letter correctly sets forth the understanding of Nueces County Hospital District.

Officer Signature:   
Jonny F. Hipp  
Title: Administrator

November 10, 2020

To the Finance Committee of the Board of Managers  
of the Nueces County Hospital District  
Corpus Christi, Texas

We are engaged to audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Nueces County Hospital District for the year ended September 30, 2020. Professional standards require that we provide you with following information related to our audit. We would also appreciate the opportunity to meet with you to discuss the information further since a two-way dialogue can provide valuable information for the audit process.

#### **Our Responsibility under U.S. Generally Accepted Auditing Standards**

As stated in our engagement letter dated November 10, 2020, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the Management's Discussion and Analysis, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express and opinion or provide any assurance, we will not express an opinion or provide any assurance on RSI.

#### **Planned Scope and Timing of the Audit**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws of governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the

audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit in November 2020 and issue our report no later than January 2021. Brigid W. Cook is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Managers and management of Nueces County Hospital District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

COLLIER, JOHNSON & WOODS  
A Professional Corporation



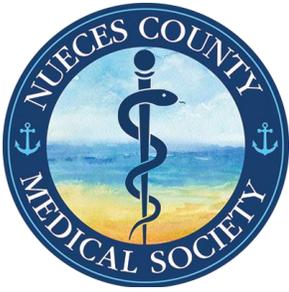
Brigid W. Cook, CPA  
Shareholder

**RESPONSE:**

This letter correctly sets forth the understanding of the Nueces County Hospital District.

Signed by:                     *Camie DeWitt*                    

Title:                     *Finance*



# Nueces County Medical Society

1000 Morgan Avenue · Corpus Christi, TX 78404-2042  
Voice: (361) 884-5442 · Fax: (361) 884-5478

November 3, 2020

County Judge Barbara Canales  
[barbara.canales@nuecesco.com](mailto:barbara.canales@nuecesco.com)  
361-888-0264

The Honorable Judge Canales:

The Nueces County Medical Society Workgroup on mental health has had an opportunity to review the *Meadows Foundation Comprehensive Behavioral Health Community Needs Assessment Revised Draft Report* of July 2020. We applaud the Commissioners Court for commissioning this effort to produce a broad based view of our current, fragmented mental health system coupled with an outline of a “way forward”.

We believe that the report has identified and accurately assessed every major issue. The interviews driving some of the local flavor might have been richer if more practicing psychiatrists had been involved. Our workgroup feels that the bed assessment lacks comment on the seasonal, economic drivers that change the bed/staffing and service make-up of the commercial units in our city. This occasionally leaves important segments of the mental health population unserved locally.

We recognize that this report has been issued in the midst of the national COVID-19 pandemic and during recovery periods for major weather emergencies in our region. It is natural that engagement with the report has been delayed in light of these more pressing issues. Our workgroup stands ready to assist the Commissioners Court and our community in an effort to wrestle with the issues raised by the report and to assure that this solid first step is not “shelved” without response. It is clear from the report that cooperation among multiple entities will be essential if solid progress benefitting our region is to be made.

The Nueces County Medical Society pledges to aid in the recruitment of engaged and appropriate stakeholders for any arm of this effort—from the Leadership Group, the Homeless Planning Group, the Pediatric Provider enrollment in CPAN, or in any other arm of this effort where medical expertise/engagement would be valuable.

Please feel free to contact the Nueces County Medical Society leadership at any time when our effort, support, or expertise could be valuable.

Sincerely,

Marita L. Rafael, MD  
President, NCMS  
[marita\\_rafael@yahoo.com](mailto:marita_rafael@yahoo.com)  
361-229-4252

Jack L. Cortese, MD  
President Elect, NCMS  
[jlcortese@aol.com](mailto:jlcortese@aol.com)  
361-442-5789

Ernest Buck, MD  
Chair, NCMS Mental  
Health Workgroup  
[ernestbuck@dchstx.org](mailto:ernestbuck@dchstx.org)  
361-793-8426

Paulette Shaw  
Executive Director  
[pshaw@nuecesmedsociety.org](mailto:pshaw@nuecesmedsociety.org)  
361-884-5442

CC: CHRISTUS Spohn-Osbert Blow, MD; Oceans Healthcare-Michelle Lozano; Driscoll Children's Hospital- Lee Budin, MD, CMO; HCA-Mark Hendricks; Nueces County Hospital District-Jonny Hipp; Nueces Center for Mental Health & Intellectual Disability- Mike Davis.

**(NUECES COUNTY; NUECES COUNTY HOSPITAL DISTRICT AND  
MEADOWS MENTAL HEALTH POLICY INSTITUTE)**

**STATE OF TEXAS**

\*

\* **KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF NUECES**

\*

**SUPPLEMENTAL AGREEMENT NO. 1**

**WHEREAS**, Nueces County, Nueces County Hospital District and Meadows Mental Health Policy Institute contracted on September 19, 2019 for Meadows Mental Health Policy Institute to provide consultation services and other related services to prepare a comprehensive needs assessment for Nueces County that can serve as the basis for a systematic approach to providing services for mental illnesses and substance abuse disorders in the County, herein “Contract”;

**WHEREAS**, the COVID-19 pandemic interfered with the parties original time frame as set out in Contract;

**WHEREAS**, Nueces County, Nueces County Hospital District and Meadows Mental Health Policy Institute representatives recognized this unavoidable delay and prior to September 15, 2020 mutually agreed that the term of Contract should be extended to March 31, 2021 to allow for the original scope of the Contract to be completed, including consulting services necessary for the implementation of the Needs Assessment Plan, such being a time extension only; and

**WHEREAS**, this Supplemental Agreement memorializes and ratifies the agreement to extend.

**NOW THEREFORE**, Nueces County, Nueces County Hospital District and Meadows Mental Health Policy Institute in consideration of the mutual agreements contained in the original contract and pursuant to this amendment do hereby mutually agree:

1. To strike Article 3 in the original Contract in its entirety and replace it with the following:

*The term of this Contract shall be from September 15, 2019 thru March 31, 2021. The Consultant shall proceed with the work as authorized in writing by the County and NCHD, as provided in Article 5-Work Authorizations. This Contract shall terminate at the close of business on March 31, 2021, unless extended by supplement agreement duly executed by the Parties prior to the date of termination, as provided in Article 18-Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.*

2. To strike the first sentence of Article 18 in the original Contract in its entirety and replace it with the following:

*This Contract shall terminate at the close of business on March 31, 2021, unless extended as provided in Article 10-Supplemental Agreements.*

3. To strike the Due Date for Deliverable #7 on Attachment D -Work and Fee Schedule and replace it with the following date:

*March 31, 2021*

4. All other provisions of contract and the attachments shall remain the same.

**Approved, this day, the \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

Nueces County

Meadows Mental Health Policy Institute

BY: \_\_\_\_\_  
Barbara Canales, County Judge

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

Nueces County Hospital District

BY: \_\_\_\_\_  
Kara Sands

BY: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/Chief Executive Officer

THIS AGREEMENT IS UNDER LEGAL REVIEW AND WILL BE  
DISTRIBUTED PRIOR TO THE BOARD MEETING.



# TEXAS COASTAL BEND COVID-19 PANDEMIC REPORT

November 10, 2020

CC TAMU-CC Joint COVID-19 Modelling Task Force

<https://tinyurl.com/TAMUCC-COVID>



## TASK FORCE OBJECTIVES

ADDRESS PUBLIC CONCERNS & QUESTIONS ABOUT *COVID-19* & INTERVENTIONS

ENABLE EVIDENCE-BASED DECISION MAKING



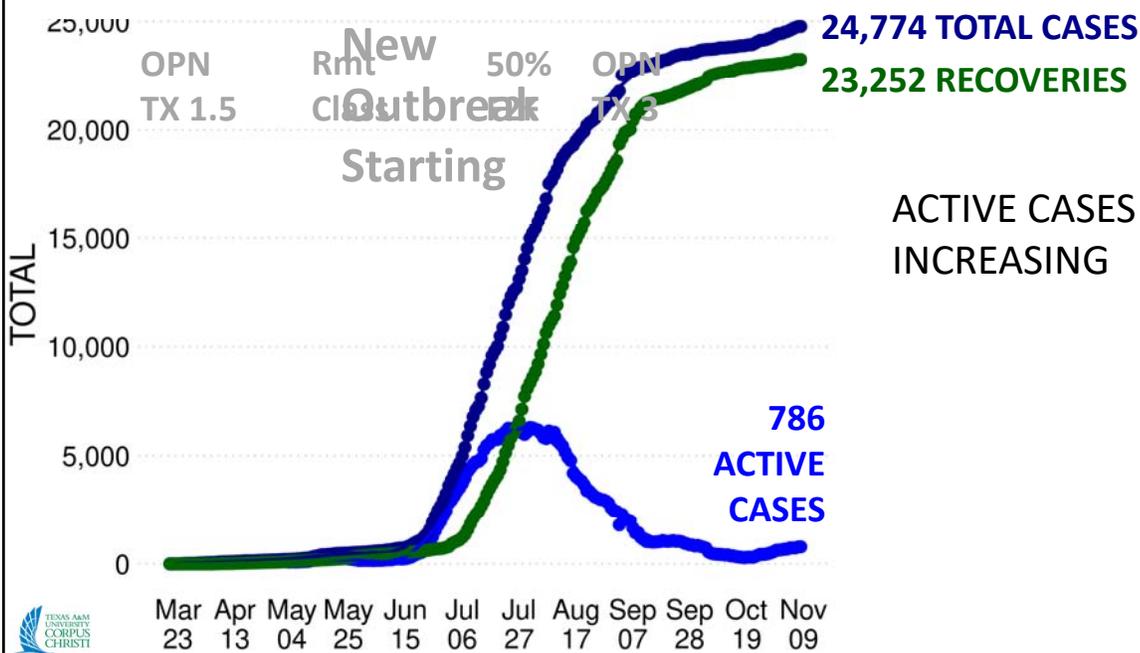
# INTERVENTIONS & OPENING TX

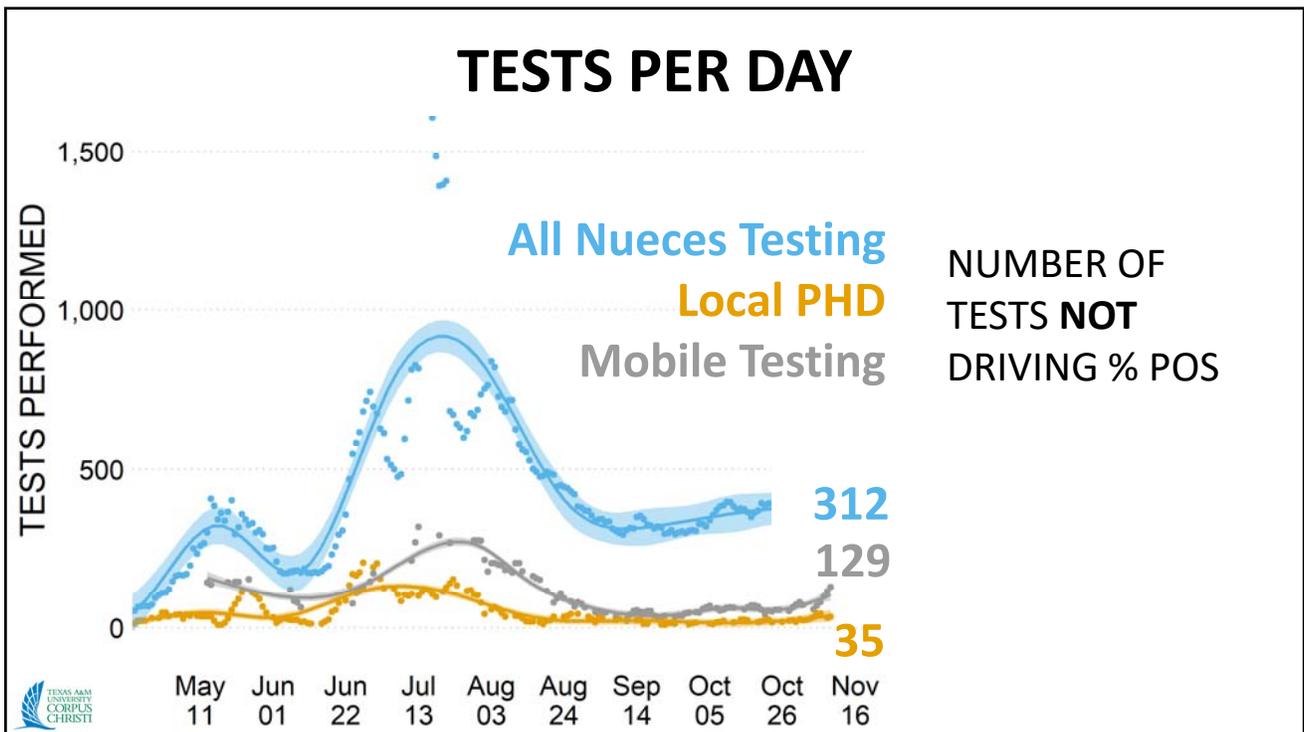
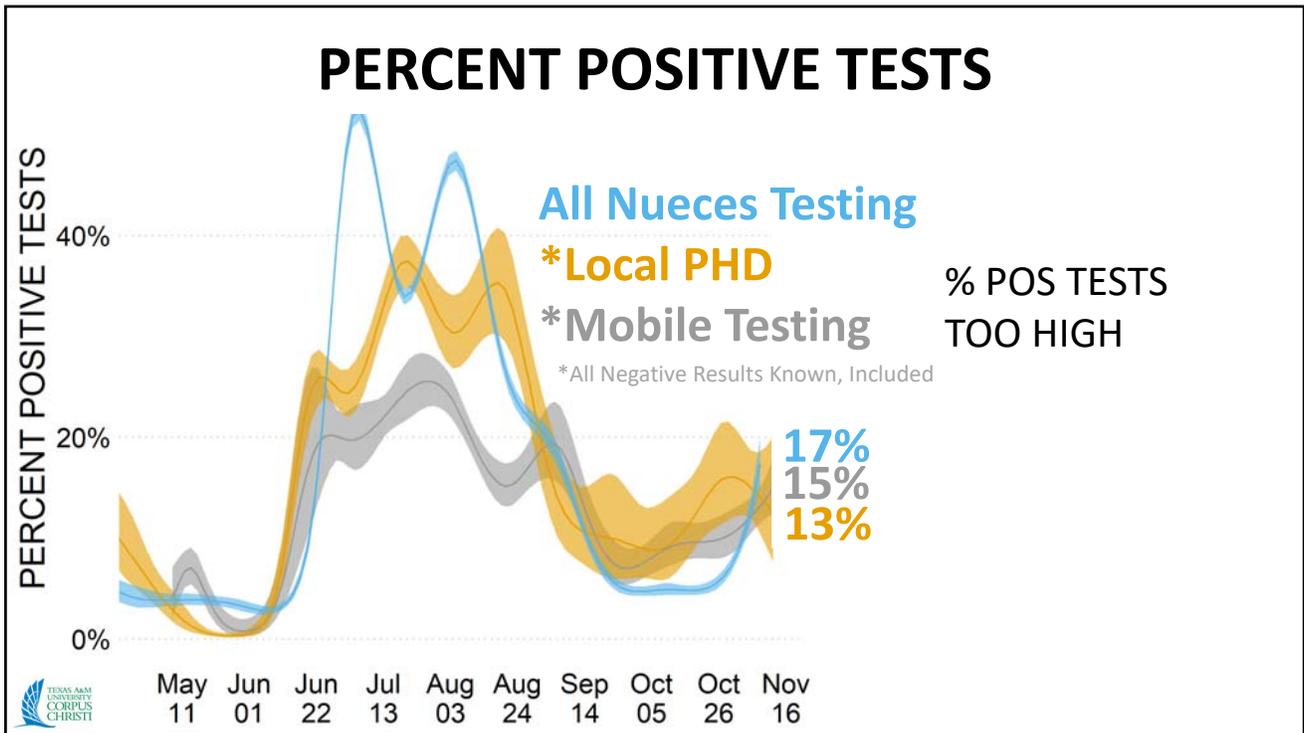
1. STAY-AT-HOME IF YOU CAN
2. SOCIAL DISTANCING & FACE COVERINGS
3. SELF ISOLATE WHEN SYMPTOMATIC
4. SCHOOL RESTRICTIONS
5. OPEN TX 3 (Businesses 75%, Bars 50%)

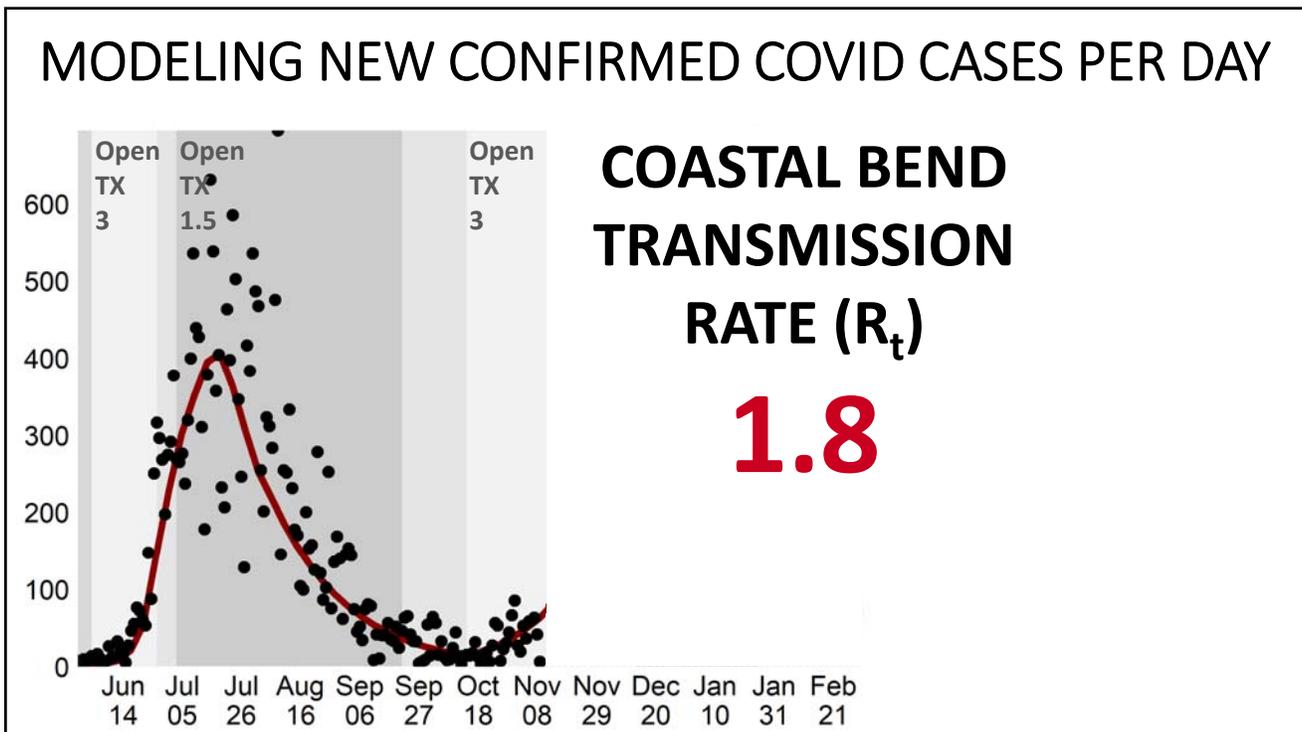
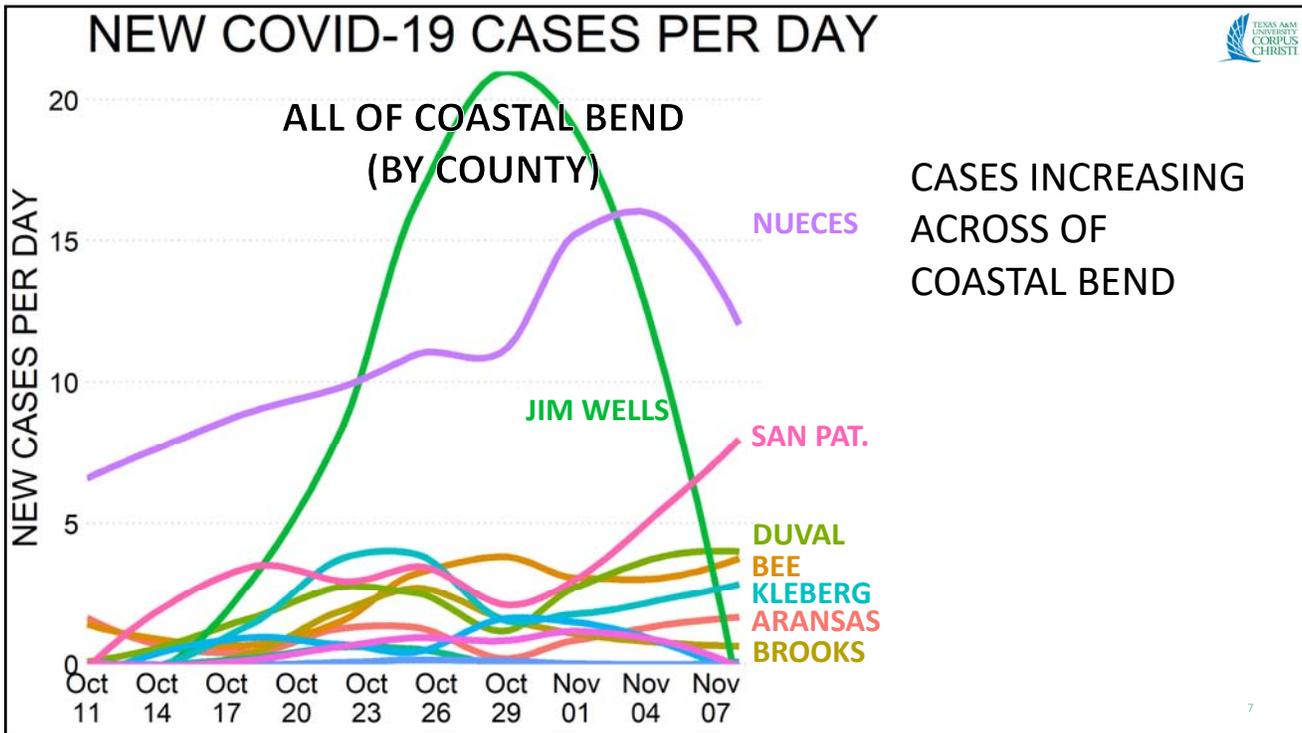


3

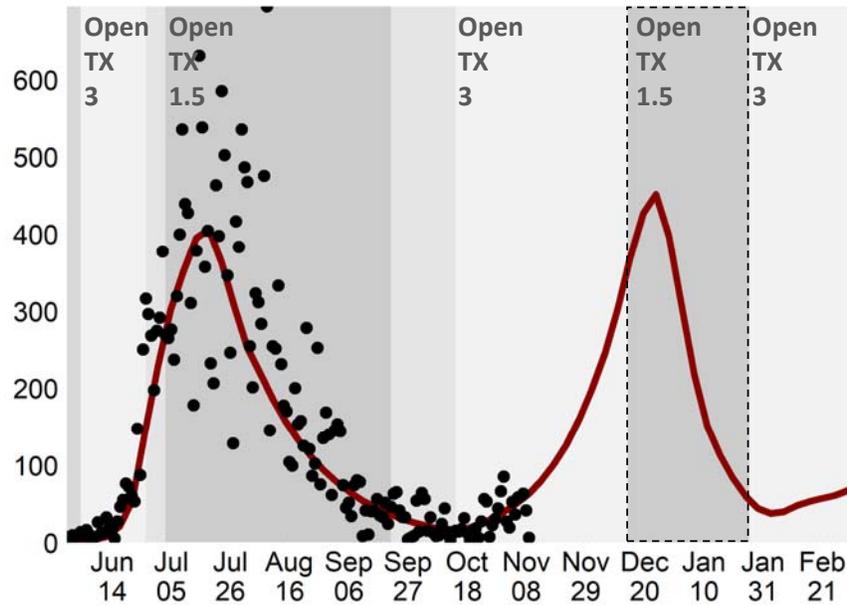
## COASTAL BEND "COVID CONFIRMED" CASES





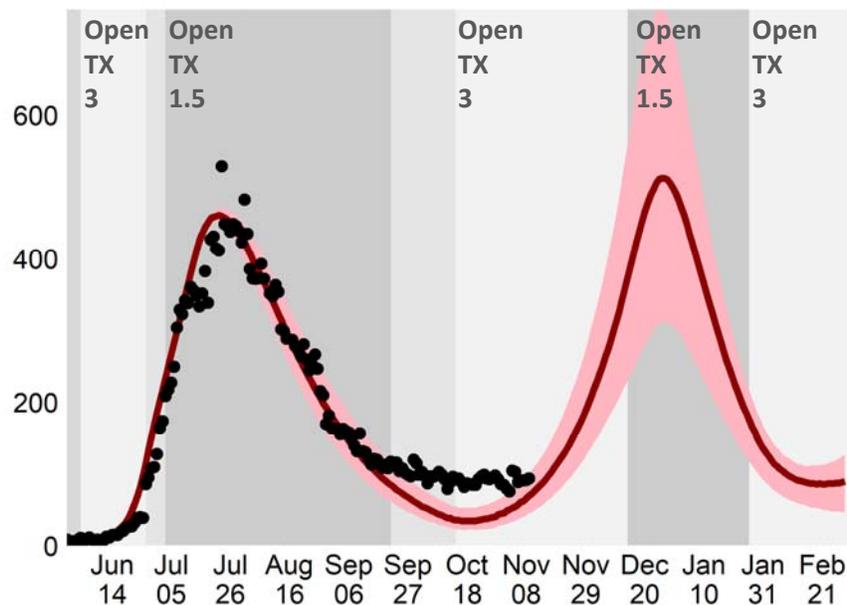


## NEW COVID CASES PER DAY IN COASTAL BEND

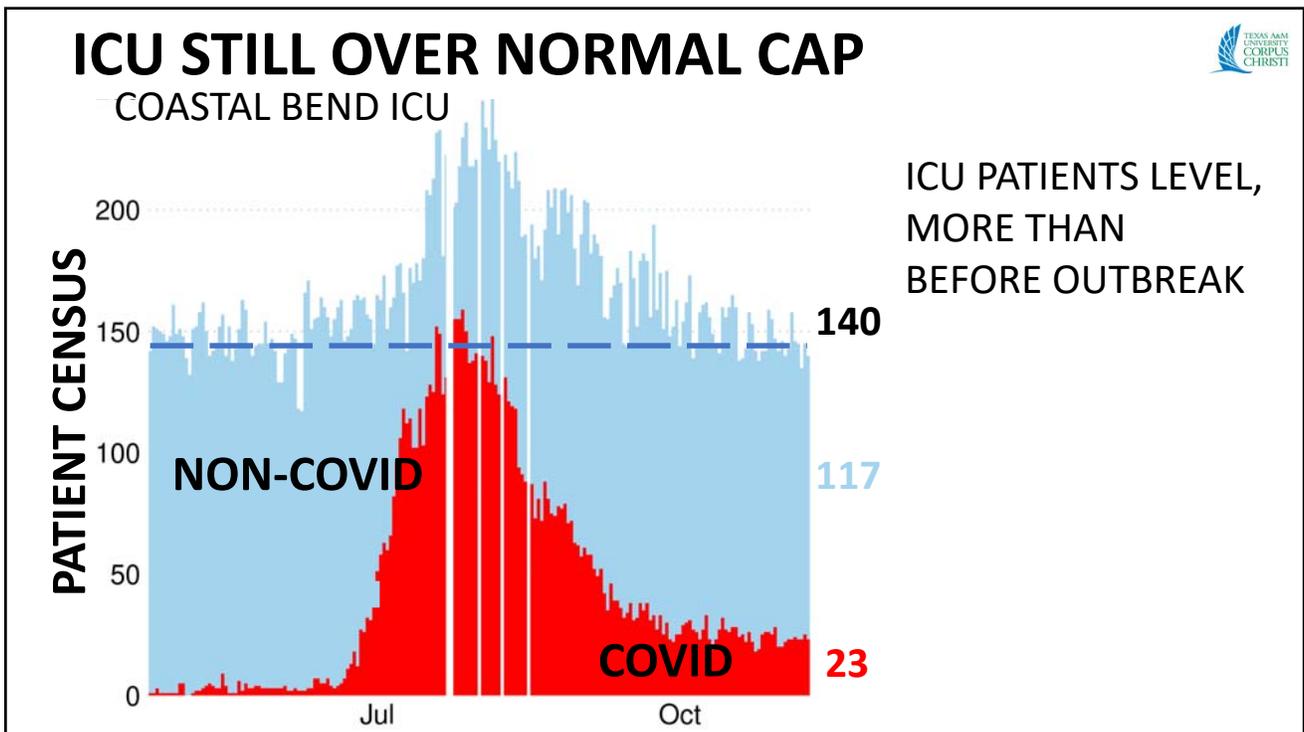
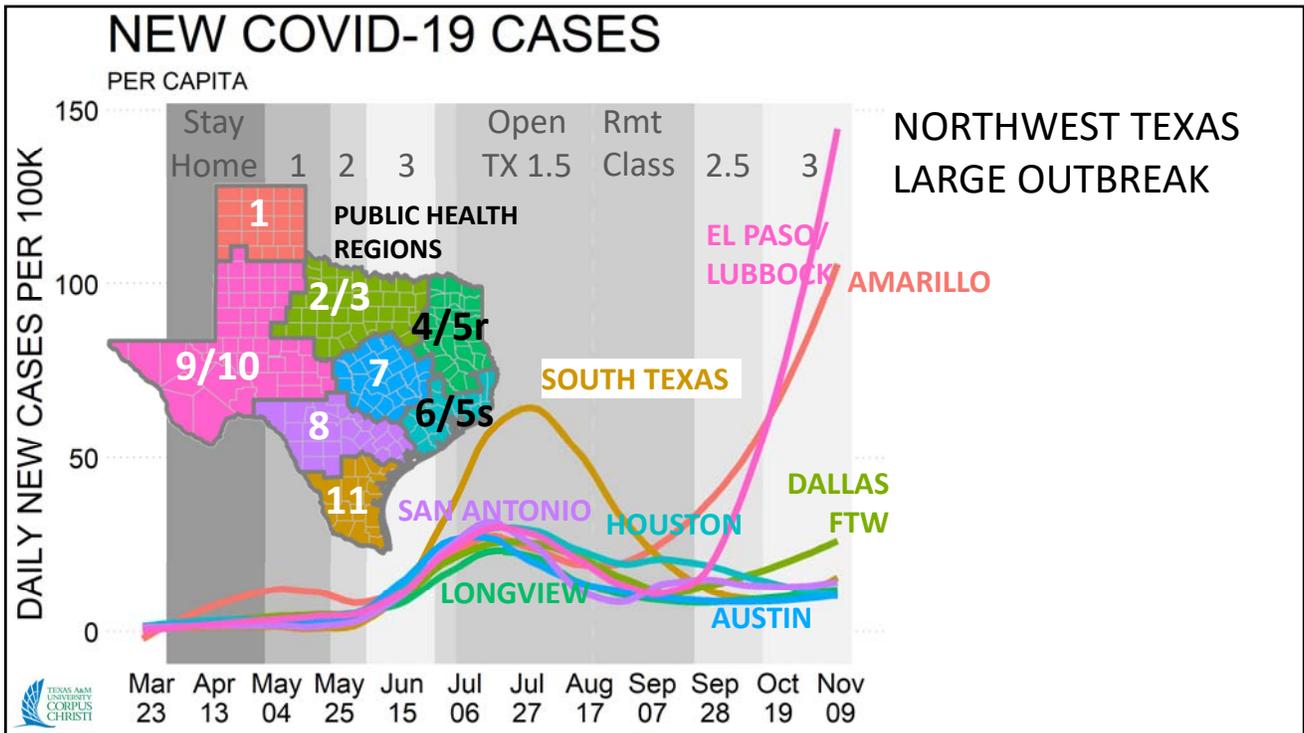


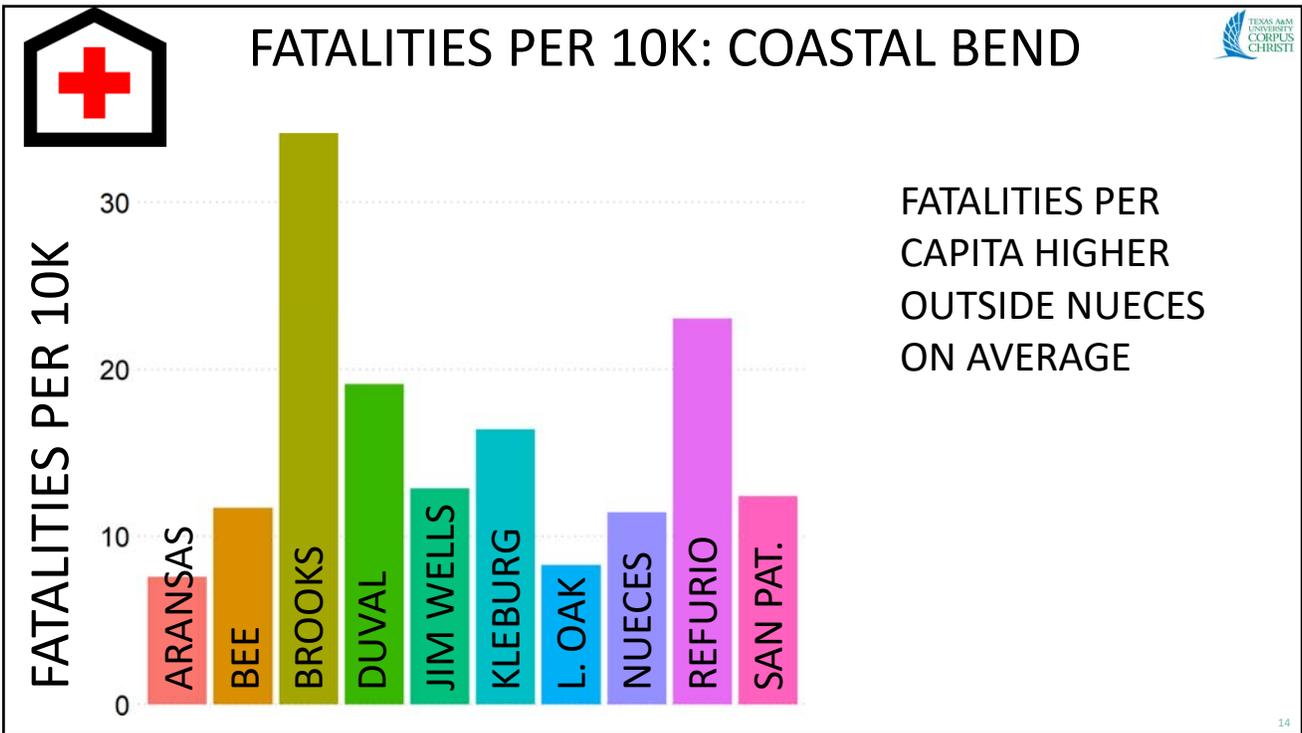
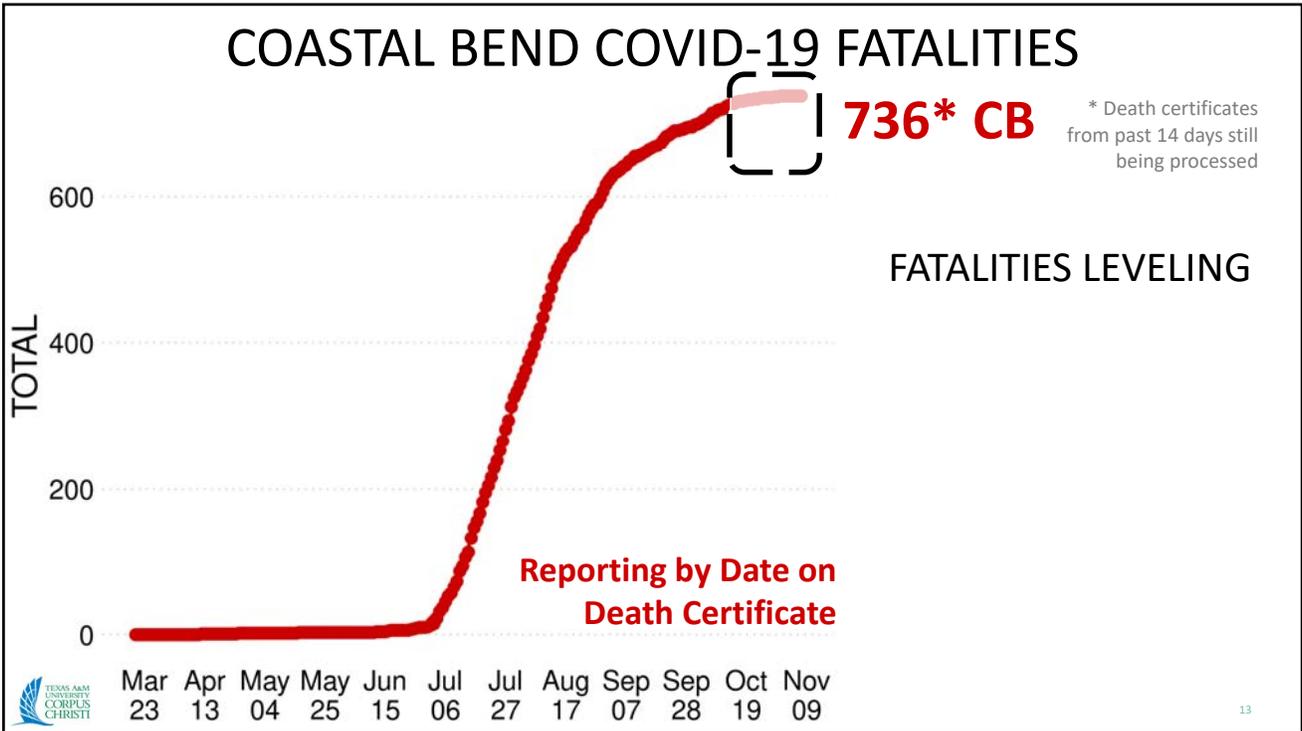
IF  $R_t = 1.8$ ,  
 OPEN TX 3 to 1.5  
 ROLL BACK  
 PREDICTED  
 12/14 – 1/25

## PROJECTED COVID INPATIENTS IN COASTAL BEND



IF  $R_t = 1.8$ ,  
 PEAK PREDICTED  
 12/27





# CELL PHONES CAN BE USED TO ASSESS OUR BEHAVIORS, EVALUATE INTERVENTIONS



**Foot Traffic**

**Leaving Home**

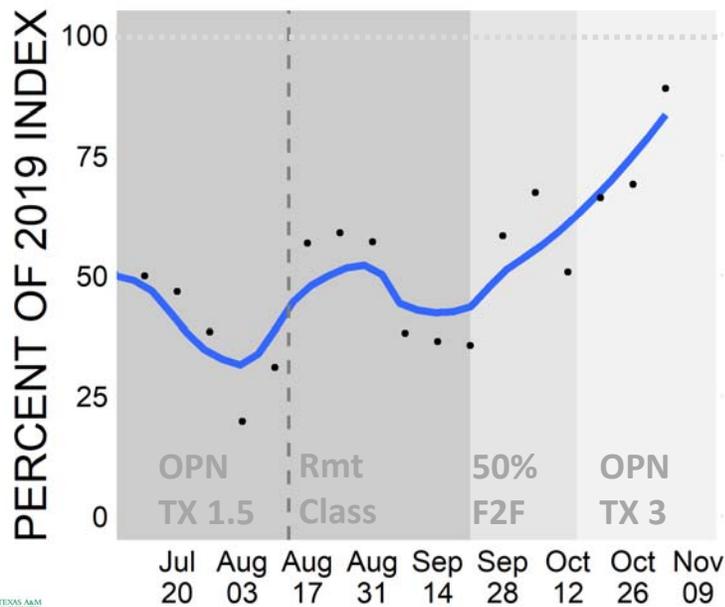
**Potential Encounters**



In the Dark Knight, Batman Used Cell Phone Data To Locate the Joker

15

## FOOT TRAFFIC AT HIGH SCHOOL SPORTS FIELDS



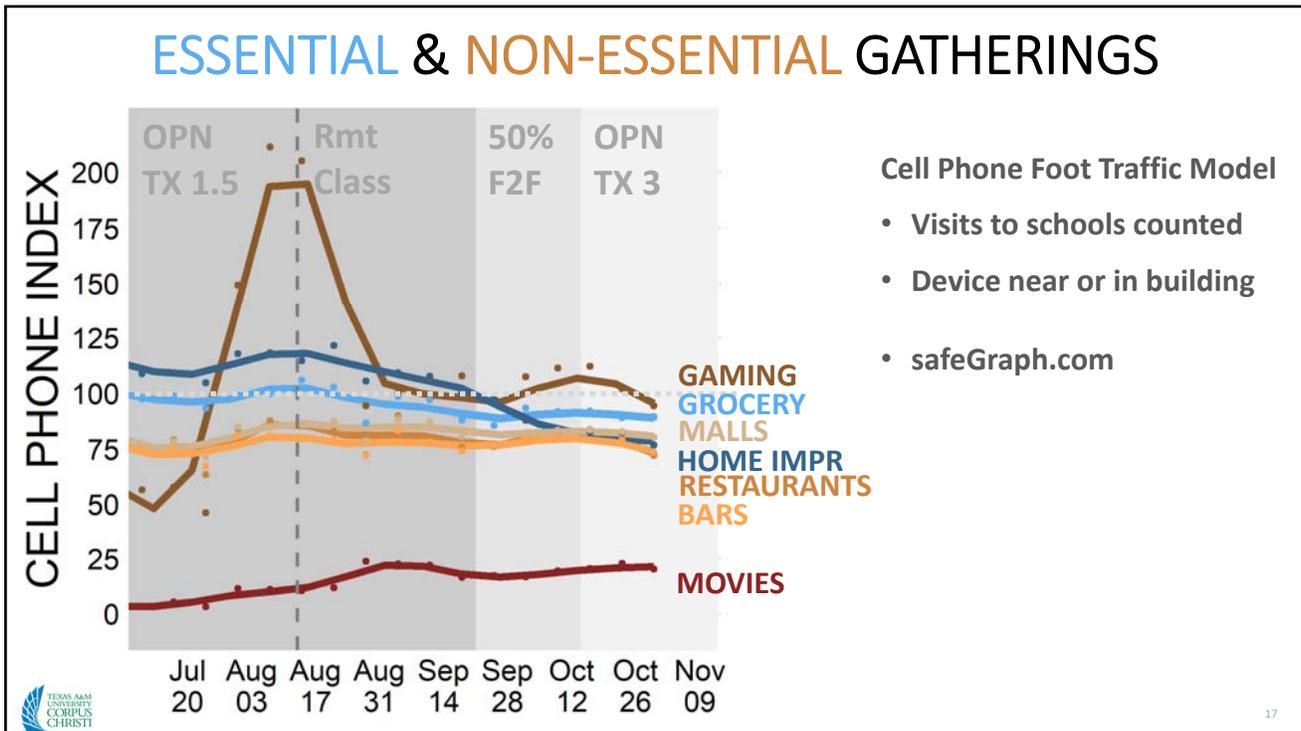
Cell Phone Foot Traffic Model

- Visits to schools counted
- Device near or in building
- safeGraph.com



CC TAMU-CC COVID-19 Modeling Taskforce: 10 November  
Source: Unacast.com

16



## SUMMARY



- Transmission rate (1.8), **large outbreak predicted**
- New cases increasing locally
  - triple digits for 1<sup>st</sup> time in 70+ days
- Hospitalizations predicted to begin increasing
- More fatalities per capita outside Nueces
- What can you do?
  - Face coverings + social distancing
  - Take out & curbside
  - Avoid gatherings indoors

18



# TEXAS COASTAL BEND COVID-19 PANDEMIC REPORT



November 10, 2020

CC TAMU-CC Joint COVID-19 Modelling Task Force

<https://tinyurl.com/TAMUCC-COVID>



**NUECES COUNTY HOSPITAL DISTRICT**  
**87<sup>th</sup> (2021) Texas Legislative Session**  
**Proposed Legislation List**  
**As of: October 20, 2020**

1. Texas Health and Safety Code, Chapter 281, Hospital Districts in Counties of at Least 190,000:
  - a. Amend Subchapter E, District Finance, §281.094(a), Use of Certain Funds by the Nueces County Hospital District, to read as follows: “With the approval of the Nueces County Commissioners Court, the board of the Nueces County Hospital District may use funds made available to the district from sources other than a tax levy to fund health care services for residents of the district, including public health services, mental health and ~~mental retardation~~ intellectual disability services, emergency medical services, health services provided to persons confined in jail facilities, and for other health related purposes.”
  
2. Texas Health and Safety Code, Chapter 285, Special Provisions Relating to Hospital Districts:
  - a. Amend title of Subchapter F, Liability of Nonprofit Management Contractor, to read as follows: “SUBCHAPTER F. LIABILITY OF ~~NONPROFIT~~ MANAGEMENT CONTRACTOR”;
  - b. Amend §285.071, Definition, to read as follows: “In this chapter, “hospital district management contractor” means a ~~nonprofit~~ corporation, partnership, or sole proprietorship that manages or operates a hospital or provides services under contract with a hospital district that was created by general or special law.”; and
  - c. Amend §285.072, Liability of a Hospital District Management Contractor, to read as follows: “A hospital district management contractor in its management or operation of a hospital or provision of services under a contract with a hospital district is considered a governmental unit for purposes of Chapters 101, 102, and 108, Civil Practice and Remedies Code, and any employee of the contractor is, while performing services under the contract for the benefit of the hospital, an employee of the hospital district for the purposes of Chapters 101, 102, and 108, Civil Practice and Remedies Code.”
  
3. Texas Health and Safety Code, Chapter 298C, Nueces County Hospital District Health Care Provider Participation Program:
  - a. Amend Subchapter A, General Provisions, §298C.004(a), Expiration, to read as follows: “Subject to Section 298C.153(d), the authority of the district to administer and operate a program under this chapter expires December 31, ~~2021~~ 2023.”
  - b. Amend Subchapter A, General Provisions, §298C.004(b) to read as follows: “This chapter expires December 31, ~~2021~~ 2023.”

# # #

**HEALTH SERVICES AGREEMENT  
NUECES COUNTY CORRECTIONAL FACILITIES**

THIS AGREEMENT by and between NUECES COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the “County”), the NUECES COUNTY HOSPITAL DISTRICT, a political subdivision of the State of Texas (hereinafter referred to as “Hospital District”) and ARMOR CORRECTIONAL HEALTH SERVICES, INC. (hereinafter referred to as “ACHS”), is entered into and effective as of the 1st day of December, 2020 and shall continue for a period of three (3) years until November 30, 2023 with two (2) potential one (1)-year extensions, in accordance with Article 7.1 herein.

WHEREAS, the County owns and operates Nueces County Jail Facilities (hereinafter referred to as “Facilities”) comprised of the County Jail (hereinafter referred to as “Jail”) located at 901 Leopard Street and the McKenzie Annex Jail (hereinafter referred to as “Annex”) located at 745 North Padre Island Drive, both units situated in Corpus Christi, Nueces County, Texas; and

WHEREAS, the County and the Nueces County Sheriff (hereinafter referred to as “County Sheriff”) have the obligation to provide for the health, safety, and welfare of all inmates incarcerated at the Facilities; and

WHEREAS, the Hospital District has certain obligations to provide medical and hospital care to eligible indigent Nueces County residents and those eligible Nueces County indigents who are incarcerated at the Facilities; and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to all inmates at the Facilities in accordance with applicable law; and

WHEREAS, the County issued a Request for Proposals styled “RFP No. 3137-20: Medical Services for Nueces County Jail and Juvenile Justice Center” which solicited proposals for the provision of inmate medical services at the Facilities and resident services at the NCJJC (hereinafter referred to as “RFP”); ACHS submitted a responsible proposal in response to the RFP; and the County selected ACHS’s proposal for award of this Agreement, which does not include services for the Juvenile Justice Center; and

WHEREAS, ACHS is in the business of providing correctional health care services and desires to provide such services for the County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1: HEALTH CARE SERVICES**

1.1 General Engagement. The County hereby contracts with ACHS to provide for the delivery of reasonable and necessary medical, mental health, nursing, dental care, and related supporting services covered under the terms of this Agreement to all inmates at the Facilities, including Work Release Inmates, in the custody of the County Sheriff, even if under the jurisdiction of other

authority, such as U.S. Marshals Service, U.S. Immigration and Customs Enforcement, Texas Department of Criminal Justice or other agencies, counties and municipalities, and to provide for the medical and mental screening of all persons brought to the Facilities for booking. No services will be provided to the Nueces County Juvenile Justice Center at this time.

1.2 Scope of General Services. The responsibility of ACHS to deliver reasonably necessary health care services to an inmate commences with the physical placement of an inmate into the Facilities, which is considered the official booking. ACHS shall provide health care services for all inmates, including Work Release Inmates. ACHS shall provide, twenty four (24) hours a day, seven (7) days a week, at full staffing, all professional medical, dental, mental health, and nursing, allied health, administrative, and support services in accordance with Appendix A. ACHS's services shall include but are not limited to (i) intake medical and mental health assessments, health care services for chronic, infirmary, and sick call care, routine and preventive care, including health assessments, and acute and emergency care; (ii) laboratory, radiology, pharmacy, physical therapy, and other supporting ancillary services and supplies; (iii) other related non-ancillary support services; and (iv) related technical and administrative services for all inmates under the custody and control of the County Sheriff at the Facilities, including "Trivett Order" as set out in County's Request to Proposers No. 3137-20 (herein "RFP No. 3137-20").

ACHS shall provide the services specified herein, which shall constitute reasonable health care services in accordance with the standards and/or requirements promulgated by (i) the National Commission on Correctional Health Care relating to health services in jails (hereinafter referred to as the "NCCHC"); (ii) the American Correctional Association relating to health services (hereinafter referred to as the "ACA"), and (iii) Texas Administrative Code Title 37, Part 9, Chapter 273, (the Texas Commission on Jail Standards related to health services) and any other applicable state and federal statutes, including any other applicable Order of a Court.

1.3 Incorporation of ACHS Proposal and Request for Proposal Documents. Except as otherwise agreed herein, the services to be provided by ACHS under the terms of this Agreement shall be those (i) required under Article V. of RFP No. 3137-20, which such Article is attached hereto as Appendix B and hereby is incorporated herein by reference as if set out word for word herein, and (ii) submitted in the ACHS response to RFP No. 3137-20, which includes Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4 of RFP No. 3137-20, and which is herein incorporated by reference as if set out word for word herein. Information identified by ACHS in their Proposal Response as proprietary and confidential is specifically excluded. Except as otherwise agreed herein, the health care services to be provided by ACHS under this Agreement shall be delivered in accordance with ACHS's RFP proposal.

1.4 ACHS Staffing. ACHS shall provide weekly staffing at the Facilities in accordance with the staffing matrix attached hereto as Appendix A.

1.5 Responsibility for Off-Site Medical Care. Off-site specialty clinics, ambulance transportation (including emergency ambulance transportation), off-site radiology services, emergency room visits, hospitalization (including physician charges) and any other services provided by licensed medical professionals (as further specified in Appendix A) (hereinafter referred to as "Off-Site Medical Care") which are not provided on-site at the Facilities shall be arranged for by ACHS but not paid for by ACHS unless otherwise indicated. Except for emergency

ambulance transportation, ACHS shall arrange all other Off-Site Medical Care with the Hospital District's indigent health care contractor, Christus Spohn Health System Corporation. Emergency ambulance transportation shall be the financial responsibility of ACHS and the financial responsibility for all other Offsite Medical Care shall be governed by the terms of the Hospital District's indigent care agreement with Christus Spohn Health System Corporation but shall not be the financial responsibility of ACHS. The Hospital District will designate a Christus Spohn Healthcare Corporation liaison to ACHS for ACHS to coordinate and arrange Off-Site Medical Care. Any Off-Site Medical care not arranged with Christus Spohn Health System Corporation shall be the sole financial responsibility of ACHS.

1.6 Responsibility for On-Site Medical Care. The particular on-site services to be provided by ACHS under terms of this Agreement shall be those services described in their RFP proposal which is described in Article 1.3. ACHS shall provide the on-site medical, mental health, and dental care and treatment services in the quantity, type, manner, and using the methods described in its RFP proposal and the related staffing matrix in Appendix A. On-site medical care to be provided by ACHS under terms of this Agreement shall also include medically necessary overnight infirmary care provided within the Facilities' health care units. On-site medical, mental health, and dental services and related technical and support personnel shall be the financial responsibility of ACHS. ACHS shall maintain a liaison, coordinate, and arrange any related off-site inmate health care services with the Hospital District's indigent health care provider, Christus Spohn Health System Corporation. Any related off-site inmate health care services not arranged with Christus Spohn Health System Corporation shall be the sole financial responsibility of ACHS.

For any on-site health care services not described above or in ACHS's RFP proposal, ACHS, in conjunction with the County and Hospital District, shall determine and then specify which additional on-site health care services is/are appropriate.

ACHS agrees to administer tuberculosis (TB), human immunodeficiency virus (HIV), Hepatitis C (HCV), and COVID-19 screening tests to County Sheriff's staff as determined by the County Sheriff or his designee. ACHS shall purchase the medical supplies and other items, including the TB serum, necessary to perform such screenings, but such costs shall pass through to the County so that the County will reimburse ACHS for all such costs on a quarterly basis. At the end of each calendar quarter, ACHS shall submit to the County an invoice for all medical supplies and items, including the TB serum, purchased for the TB, HIV, HCV, COVID-19 screenings. The County shall pay such invoice within thirty (30) days of the invoice date. If the County Sheriff determines that payment for specific services are disputed, the undisputed portion of the invoice shall be approved for payment. The parties shall attempt to resolve the disputed portions of the invoice within ten (10) calendar days.

1.7 Pharmaceutical Services. ACHS shall provide on-site pharmaceutical and related services within the Facilities in accordance with its RFP proposal. In addition to the RFP proposal, it is agreed ACHS may (i) implement and shall enforce its own drug formulary, as submitted in the proposal, within the Facilities; (ii) obtain human immunodeficiency virus (hereinafter referred to as "HIV") and Hepatitis C (hereinafter referred to "HCV") medications for inmates in the Facilities through available Texas Department of State Health Services programs, including the Texas HIV Medication Program and the Texas HIV State Pharmacy Assistance Program (collectively hereinafter referred to as "THMP") or other public sources, other than the County and the Hospital

District, or through patient assistance programs offered through pharmaceutical companies (“Patient Assistance Programs”); and (iii) coordinate and pursue applications for THMP and other public source assistance or Patient Assistance Programs for inmates of the Facilities. In the event inmate HIV and/or HCV medications are not available through Patient Assistance Programs, the THMP, or other public sources other than the County and Hospital District, ACHS will acquire the applicable medication and the Hospital District will reimburse ACHS’s purchase cost pursuant to its monthly invoices. ACHS will charge the Hospital District for these medications as part of its monthly invoices submitted under Article 8.1. ACHS will provide as back up to the monthly invoices its medications purchase invoices, as well as written notice indicating non-availability or denial of the medications from THMP, Patient Assistance Programs, or other public sources.

1.8 Exceptions to Treatment. ACHS will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by local, state, or federal statute or regulation or by Court Order. Revisions of applicable statute or regulation pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Agreement, will be considered a further obligation of ACHS; however, if such revisions result in increased cost to ACHS, the County shall reimburse ACHS for those increased costs. ACHS agrees to provide the County information sufficient to evaluate the scope and necessity of any forensic medical testing and obtaining samples and the associated cost.

ACHS will not be responsible for costs associated with the transportation or security of inmates for off-site non-emergency health care treatment. ACHS will provide qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. ACHS will not be financially responsible for costs associated with transplants, factor 8 blood products, and experimental procedures. ACHS will not be financially responsible for any costs incurred after an inmate is released from the County’s custody. ACHS will not be responsible for the provision of elective medical care to inmates. For purposes of this Agreement, “elective medical care” means medical care which, if not provided, would not in the opinion of ACHS’s Medical Director cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being and specifically includes sex or gender reassignment surgeries.

1.9 Change in Standard of Care or Scope of Services. The price in Article 8, below, reflects the scope of services as finally agreed upon by the parties to this Agreement. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should County request a change in the scope of services, and ACHS’s complying with these changes results in an increase in cost to ACHS, coverage of costs related to such changes are not covered in this Agreement and the parties agree to negotiate the price of any increased cost. Prior to such negotiation, ACHS agrees to provide the County and Hospital District information sufficient to evaluate the scope and necessity of and any increase in cost.

## **ARTICLE 2: PERSONNEL**

2.1 Incorporation of ACHS Proposal. Except as otherwise agreed herein, the personnel to be provided by ACHS under the terms of this Agreement shall be those described in their RFP proposal which is described in Article 1.3. All personnel and related personnel licensure, certification and registration required to be provided under the terms of this Agreement by ACHS

shall be delivered in accordance with this RFP proposal submitted by ACHS which is described in Article 1.3. Notwithstanding the foregoing, ACHS may change its personnel named in its RFP Proposal at any time without the consent of the County so long as all persons performing services under this Agreement are licensed, certified or registered in accordance with applicable law.

2.2 Provision of Personnel. ACHS shall provide medical, dental, mental health, nursing, technical and support personnel as necessary for the rendering of health care services to inmates at the Facilities as described in ACHS's RFP proposal, staffing summary attached hereto as Appendix A and as required by this Agreement.

- A. This staffing pattern as described in Appendix A shall be required under this Agreement. Should the County add new locations or services to those covered under this Agreement which result in staffing cost increases to ACHS, ACHS shall receive additional compensation from the County, to be negotiated between the parties in good faith.
- B. ACHS shall retain as many current health care personnel working at the Facilities as practicable to remain on the job and to help maintain continuity and consistency of the services required by this Agreement. The County shall allow ACHS to conduct on-site interviews with current personnel who are current provider, Wellpath, employees.

2.3 Licensure, Certification and Registration of Personnel. ACHS ensures that all personnel provided or made available by ACHS to render services hereunder shall be licensed, certified or registered in the State of Texas, as appropriate, in their respective areas of expertise as required by applicable law. If requested by the County, ACHS shall provide to the appropriate, designated officer or department a copy of the license, certificate or registration of personnel employed by ACHS.

2.4 County's Satisfaction with Health Care Personnel. If County should become dissatisfied with any health care personnel provided by ACHS, County will give written notice to ACHS of its reasons for dissatisfaction, except as noted in Article 2.4(A), below. ACHS agrees to cooperate with the County Sheriff and respond to inquiries or complaints about its personnel, including lack thereof, or contractors in a timely manner, should the County Sheriff have security or other concerns about ACHS's employee's and/or contractors' fitness or ability to perform at the Facilities. ACHS will exercise its best efforts to resolve the problem or other concerns, including lack of personnel. And, if the problem involving fitness or ability is not resolved, ACHS will remove the individual according to ACHS's personnel policy or independent contractor agreement.

- A. All ACHS personnel, subcontractors, and agents shall meet minimum standards as determined by the County prior to receiving a security clearance to enter the Facilities. If, at any time during the course of their employment or contract engagement, any ACHS employee or subcontractor engages in conduct (either on or off duty) which threatens the security of the Facilities or would otherwise render that person ineligible for a security clearance, notwithstanding any other provision of this Agreement, County reserves the right to withdraw that person's security clearance and shall immediately notify ACHS.

- B. ACHS shall consult with the County regarding initial and continued assignment of staff and subcontractors. All persons employed by ACHS or its subcontractors shall not be deemed to be the employees of County by reason of any provision of this Agreement.
- C. ACHS shall continuously maintain personnel files (or copies thereof) of all employees assigned to the Facilities.

2.5 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged in the direct rendering of any health care services.

2.6 Subcontracting and Delegation. In order to satisfy its obligations hereunder, ACHS will engage certain health care professionals licensed in the State of Texas as independent contractors rather than as employees, and County expressly consents to such subcontracting or delegation within the limits specified in Article 2.4(A) above. As the relationship between ACHS and these health care professionals will be that of independent contractor, ACHS will not be considered or deemed to be engaged in the practice of medicine or other profession's practices by these professionals, and ACHS will not exercise control over the manner or means by which these independent contractors perform their professional duties. However, these professional independent contractors shall provide professional insurance as required and specified in Article 9 of this Agreement or ACHS shall maintain professional insurance on their behalf. ACHS shall provide a copy to the County upon request. Further, any actions/omissions of these independent contractors are still subject to indemnification by ACHS as described in Article 9.3 herein.

2.7 Discrimination. During the performance of this Agreement, the County and ACHS, their employees, agents, subcontractors, and assignees agree as follows:

- A. No one will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Each will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. All solicitations or advertisements for employees will state that ACHS is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Article.

### **ARTICLE 3: ACCREDITATION**

3.1 Use of Accreditation Standards. As represented in its RFP proposal, ACHS agrees to operate and maintain health care systems at the Facilities that meet the accreditation standards of the NCCHC and relevant accreditation standards of the ACA.

3.2 NCCHC Accreditation. ACHS agrees to cooperate with the County in the event the County seeks NCCHC accreditation at the Facilities, and ACHS shall bear the costs and expenses of

obtaining and maintaining the NCCHC accreditation, if any, during the remainder of the term of this Agreement and any extensions thereof.

3.3 ACA Accreditation. In the event the County pursues ACA accreditation of the Facilities, ACHS agrees to affirmatively support and actively participate in the County's pursuit of such accreditation with respect to the ACA medical services standards. However, ACHS shall in no way be responsible for any costs or expenses related to ACA accreditation.

#### **ARTICLE 4: REPORTS AND RECORDS**

4.1 Medical Records. ACHS shall maintain complete and accurate medical records for each inmate who receives health care services from ACHS. Each medical record will be maintained in accordance with applicable laws, Texas Commission on Jail Standards related to health services, NCCHC standards, and ACA standards if the County acquires such accreditation. The medical records shall be property of the County, and ACHS shall be custodian of all County inmate medical records during the term of this Agreement. Notwithstanding the ownership of the medical records by the County, ACHS is responsible for all health care services as set out in this Agreement and neither the County nor the County Sheriff will interfere as further described in paragraph 5.2 herein. Further, no County personnel shall make any medical decisions or perform any health care services based upon ownership of the records. The medical records shall be kept separate from the inmate's confinement records. A complete legible electronic copy or paper copy of the applicable medical record shall be available at all times. Medical records shall be kept confidential in accordance with applicable law. During the term of this Agreement, ACHS shall assist the County in responding to any information request concerning the medical records, including gathering information for requests and preparing responses when disclosure would not be permissible under law, regardless of whether such request is pursuant to HIPAA, FOIA, the Texas Public Information Act, or any similar law. At the termination or expiration of this Agreement, such electronic medical records and any paper copies in existence at the termination or expiration of this Agreement shall be delivered to the County, and ACHS shall cooperate with the County's new inmate health care services provider at the Facilities in the transfer of such medical records, in electronic format and paper copies. However, the County or the County's designee provider shall, within the limits of applicable law, provide ACHS with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending claims and litigation subject to payment of actual costs.

4.2 HIPAA and HITECH Compliance. The parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the parties' responsibilities under this Agreement. ACHS will require subcontractors to comply with requirements of HIPAA and HITECH Act. ACHS and the County agree to the Business Associate Agreement as set forth in Appendix D attached hereto, which is incorporated in its entirety. ACHS agrees to assist County in any HIPAA and HITECH compliance requirements.

4.3 Regular Reports by ACHS to the County and Hospital District. ACHS shall provide to the County and Hospital District, on a date and in a form mutually acceptable to ACHS and the County and Hospital District, monthly and annual reports regarding the care and services rendered under this Agreement. Such reports shall be submitted on a regular, periodic, or on an as-requested basis, to be determined by the mutual agreement of ACHS, County, and the Hospital District.

4.4 Inmate Information. Subject to the applicable federal and state laws, in order to assist ACHS in providing the best possible health care services to inmates, the County will provide ACHS with information pertaining to inmates that ACHS and the County mutually identify as reasonable and necessary for ACHS to adequately perform its obligations hereunder, which shall include allowing ACHS access to the Facilities' inmate information management system as it relates to pertinent information that may assist ACHS in rendering necessary medical, mental health and/or dental care to inmates housed within the Facilities. The County will cooperate with ACHS to the extent permitted under applicable federal and state law to provide inmate information to ACHS for a reasonable time after termination of this Agreement when requested by ACHS in connection with the investigation of, or defense of, any claim by a third party related to ACHS's conduct as jail medical provider. ACHS shall reimburse the County for actual costs incurred in the provision of information.

4.5 ACHS Records Available to the County with Limitations on Disclosure. Subject to Article 4.1, 4.2 and applicable law, ACHS shall make available to the County, at the County's request and at no cost, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. The County understands that many of the systems, methods, procedures, written materials, computer programs and other controls employed by ACHS in the performance of its obligations hereunder are proprietary in nature and will remain the property of ACHS. During the term of this Agreement and after its termination, information and/or documentation concerning this proprietary material may not be used, distributed, copied, or otherwise utilized by the County except as required by law, including but not limited to the Texas Public Information Act.

4.6 County's Records Available to ACHS with Limitations on Disclosure. During the term of this Agreement, and for a reasonable time thereafter, the County will provide ACHS, at ACHS's request, the County's records relating to the provision of health care services to inmates as may be reasonably requested by ACHS or as are pertinent to the investigation or defense of any claim related to ACHS's conduct and performance. Consistent with applicable law, the County will make available to ACHS such records as are maintained by the County, hospitals and other outside health care providers involved in the care or treatment of inmates, to the extent the County has any control over those records, as ACHS may reasonably request. Any such information provided by the County to ACHS that the County considers confidential shall be kept confidential by ACHS and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

## **ARTICLE 5: SECURITY**

5.1 General. ACHS and the County understand the importance of security services to the safety of the agents, employees and subcontractors of ACHS as well as for the security of inmates and the County's staff, consistent with the correctional setting. Accordingly, both the County and

ACHS will cooperate with each other in addressing security issues. The County will use reasonable efforts to provide sufficient security to enable ACHS and its personnel to safely and adequately provide the health care services described in this Agreement, however, nothing herein shall be construed to make the County, its deputies or employees a guarantor of the safety of ACHS's employees, agents or subcontractors, including their employees.

5.2 Security Override for Off-Site Medical Services. In the event that ACHS recommends health care services for any inmate or ACHS recommends that an inmate be sent off-site for medical services, the County and/or the County Sheriff will not interfere or override ACHS's health care recommendations.

5.3 Security During Transportation for Off-Site Medical Services. The County will provide security in connection with the transportation of any inmate between the Facilities and any other location for off-site medical services.

## **ARTICLE 6: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

6.1 General. The County agrees to provide ACHS with office space, facilities, equipment (to the extent specified in Request for Proposal), and utilities at the Facilities sufficient to enable ACHS to perform its obligations pursuant to this Agreement. County shall be responsible for providing substitute space, if reasonably available and necessary, should ACHS recommend that the designated facilities are inadequate for the purposes hereof or that the designated medical facilities become unsafe for any reason.

6.2 Delivery of Possession. The County will provide to ACHS, beginning on the date of commencement of this Agreement, possession and control of all supplies, medical equipment, and office equipment in place at the Facilities health care unit which are the County's or Hospital District's property or in the possession of the County or Hospital District. At the termination of this Agreement, ACHS will return to the County or Hospital District possession and control of all medical equipment and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities' health care unit prior to the commencement of services under this Agreement. Any equipment purchased under the Agreement shall be the property of the party who purchased the equipment, and equipment owned by the County or the Hospital District shall remain on-site at the termination of the Agreement, and any equipment or other property purchased or owned by ACHS may be removed by ACHS upon termination of the Agreement (including any policies and procedures) subject to County and/or Hospital District's right to purchase from ACHS as described below. All supplies purchased for the performance of the Agreement shall be the property of the County and shall remain on-site at the termination of the Agreement.

6.3 Equipment. ACHS will be responsible for ongoing repair and maintenance of all existing, new, and replacement medical and office equipment provided and owned by the County or the Hospital District for use by ACHS under this Agreement. Any costs associated with the foregoing shall qualify as an off-set to Capital Investment as defined in Section 8.2 below.

6.4 Right to Purchase. Ninety (90) days prior to expiration/termination of the Agreement ACHS will provide County and Hospital District a list of all ACHS owned equipment at Facilities.

County and/or Hospital District will have the right, but not obligation, to purchase such equipment from ACHS at its fair market value.

6.5 General Maintenance Services. The County will provide for each inmate receiving health care services the same services and facilities provided by the County for all inmates at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

6.6 Damaged Equipment. ACHS shall not be liable for loss of or damage to equipment and supplies if such loss or damage was caused by the sole negligence of the County or Hospital District employees, and ACHS shall not have to pay for the repair or replacement of the same.

## **ARTICLE 7: TERM AND TERMINATION OF AGREEMENT**

7.1 Term. This Agreement shall commence at 12:00 A.M. on December 1, 2020 (“Effective Date”). The initial term of this Agreement shall be for three (3) years, ending at 11:59 P.M. on November 30, 2023 (the “Initial Term”), with an option for two (2) additional one (1)-year terms (“Renewal Term(s)”), which may only be exercised upon mutual agreement of the parties .

7.2 Termination. Notwithstanding the provisions of Article 7.1, this Agreement may be sooner terminated on the first to occur of the following:

- A. Termination for Default. The County shall give notice to ACHS that ACHS has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within sixty (60) days following the giving of such notice in writing, the party giving notice shall have the right to immediately terminate this Agreement.
- B. Termination Without Cause. ACHS may terminate this Agreement without cause by providing not less than one hundred twenty (120) days prior written notice to the County and the Hospital District. The County and the Hospital District may not terminate this Agreement without cause within the first twelve (12) months of this Agreement. After the initial twelve (12) months have passed, the County and the Hospital District may terminate this Agreement without cause by providing not less than one hundred twenty (120) days prior written notice to ACHS. Notice hereunder shall be provided pursuant to Article 10.3 of this Agreement.

7.3 Responsibility for Inmate Health Care. Upon termination or expiration of this Agreement, all responsibilities of ACHS hereunder shall immediately cease and become null and void, except for those that by their nature would continue beyond termination or expiration of this Agreement.

7.4 Continuity of Services.

- A. Upon termination of this Agreement, ACHS agrees to (a) furnish phase-in training and (b) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor inmate health care services provider at the Facilities.

- B. ACHS shall, upon termination notice, negotiate in good faith a plan with a successor inmate health care services provider at the Facilities to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the applicable Jail Administrator's approval. ACHS shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services under this Agreement are maintained at the required level of proficiency.
- C. ACHS shall allow as many personnel as practicable to remain on the job to help the successor inmate health care services provider at the Facilities maintain the continuity and consistency of the services required by this Agreement, and ACHS shall continue to receive compensation for the same at the same rates as prior to the involvement of the successor inmate health care services provider at the Facilities. ACHS also shall, if permitted by applicable law, disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees. If selected employees are agreeable to the change, then ACHS shall release them at a mutually agreeable date and negotiate, transfer of their earned fringe benefits to the successor, and upon such transfer date, ACHS shall have no further obligations or liability with respect to the transferred employees.
- D. ACHS agrees to extend this Agreement on a month-to-month basis until phase in/phase out is completed ("Extended Month-to-Month Period") for up to six (6) months and the Parties shall negotiate compensation for the Extended Month-to-Month Period at such time, as necessary to reflect any increase in medical cost, but not greater than 8% of what currently being paid.
- E. Nothing herein shall be construed as to require ACHS to indemnify, defend, or hold harmless the successor inmate health care services provider at the Facilities for any training, transition matters, or the acts or omissions of ACHS, its officers, employees, or personnel.

7.5 Payment for Services Performed. In the event that this Agreement is terminated for any reason, the Hospital District agrees to pay ACHS for services actually performed through the date of termination.

## **ARTICLE 8: COMPENSATION**

8.1 Compensation. The Hospital District shall pay ACHS the following for services rendered under this Agreement as indicated below, subject to acknowledgement by the County Sheriff that monthly services have been rendered:

- Initial Three-Year Agreement Term (three [3] years beginning December 1, 2020 through November 30, 2023): \$12,716,084.00 to be paid in equal monthly installments of \$353,224.55.
- Optional Year Four Term (one [1] year beginning December 1, 2023 and ending November 30, 2024): \$4,547,036.00 to be paid in equal monthly installments of \$378,919.66.

- Optional Year Five Term (one [1] year beginning December 1, 2024 and ending November 30, 2025): \$4,751,652.00 to be paid in equal monthly installments of \$395,971.00.

In addition to the compensation set out above a monthly per diem charge (“Per Diem”) will be applied as set out herein. No Per Diem rate will be applied for a monthly Average Daily Population of Facilities (“ADP”) range of 900 to 1,100. If the ADP falls below 900 a Per Diem credit of \$1.16 per inmate below 900 will be applied, if the ADP goes above 1,100 ACHD will bill the \$1.16 Per Diem per inmate above 1,100 in the succeeding month’s invoice.

On the first of each month or first business day thereafter during the Term of this Agreement (including any Renewal term), ACHS shall submit a written invoice via mail or email, to the County Sheriff or his designee for approval of payment. The County Sheriff or his designee shall review the invoice against the services required and provided under this Agreement and forward the approved invoice to the Hospital District for approval and payment within thirty-five (35) calendar days of the invoice date. The Hospital District shall pay ACHS within sixty (60) calendar days of the invoice date with payment sent via the United States Postal Service to the address provided by ACHS on the invoice. Any Per Diem charges shall be clearly identified and billed in subsequent invoices. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to ACHS will be prorated accordingly based on the fractional portion of the month during which ACHS actually provided services. If the County Sheriff or Hospital District determines that payment for specific services are disputed, the undisputed portion of the invoice shall be approved for payment. The parties shall attempt to resolve the disputed portions of the invoice within ten (10) calendar days.

- A. In the event that the County and/or Hospital District fails to make any undisputed payment to ACHS hereunder within ten (10) calendar days following ACHS's written notice to the County and Hospital District of non-payment pursuant to Article 10.3 of this Agreement, ACHS may seek recovery of said funds pursuant to any available remedy at law or in equity, including termination of this Agreement.
- B. In the event that ACHS terminates this Agreement due to the County and/or Hospital District’s non-payment as described in Article 8.1, the County and/or Hospital District will be responsible for the pro-rated monthly payment of any services actually provided up to and including the date of termination.

8.2 Capital Investment. ACHS shall provide a capital investment of Three Hundred Thousand Dollars (\$300,000.00) to be utilized for the purchase of medical equipment, capital improvements and enhancements, for efficiency of care delivery by ACHS at the Jail and Annex Facilities, herein “Capital Investment.” Such purchases shall be made solely by ACHS and at ACHS’ sole discretion to enhance and facilitate services provided herein, subject to any County approval and coordination that may be necessary for capital improvements. Any equipment purchased pursuant to this paragraph will become the property of the County upon this Agreement terminating. ACHS shall make a minimum Capital Investment of \$60,000 per year as of the Effective Date of this Agreement (“Annual Capital Investment”), and shall be subject to off-set as set out in paragraph 6.3 above. Should ACHS fail to expend the minimum Annual Capital Investment (\$60,000) during

the year, then the balance of any unused funds at the end of each year shall be paid to the County, respectively by December 30<sup>th</sup> of that year. Any investments exceeding the Annual Capital Investment in a given year shall be offset against the following year's Annual Capital Investment, *except* that upon termination or expiration of this Agreement, any investments made that exceed the Annual Investment Fund in such final year shall be paid to ACHS by County within thirty (30) days of the Agreement termination or expiration. ACHS agrees to provide documentation upon County's request substantiating the amounts expended under this paragraph.

8.3 Changes in the Law. If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, or additional facilities opened, that materially changes the scope of services or increases the cost to ACHS of providing health care services hereunder, ACHS and the County agree to negotiate additional compensation to be paid by the Hospital District to ACHS as a result of such changes. Prior to negotiation, ACHS agrees to provide the County and Hospital District information sufficient to evaluate the scope and necessity of and any increase in cost. If the parties are unable to agree on appropriate compensation, either party may terminate this Agreement immediately by written notice to the other parties.

## **ARTICLE 9: LIABILITY AND RISK MANAGEMENT**

9.1 Insurance. ACHS shall purchase and maintain in force at all times during the term of this Agreement, insurance with limits not less than indicated below. The County and Hospital District are to be named as an additional insureds in the policies, except for workers' compensation coverage, and a waiver of subrogation along with primary and non-contributory wording shall be provided to the County and Hospital District for all policies. Certificates of the coverage outlined below shall be available to County or Hospital District upon request.

- A. Commercial General Liability Insurance: The minimum acceptable limits of liability insurance to be provided by such general liability insurance shall be as follows:
  - Bodily Injury/Property Damage Insurance with limits of \$1,000,000 for each occurrence and a \$3,000,000 general aggregate.
- B. Professional Liability/ Medical Malpractice Insurance: The minimum acceptable limits of liability to be provided by such professional liability insurance shall be as follows:
  - \$1,000,000 per medical incident
  - \$3,000,000 per annual aggregate per physician/dentist or other contractor insured
- C. Automobile Liability Insurance covering owned, hired and non-owned vehicles:
  - Bodily Injury/Property Damage
  - Per Occurrence: \$1,000,000
- D. Umbrella (excess liability policy) or additional limits on foregoing risks:
  - \$1,000,000.
- E. Workers Compensation Insurance:
  - Employer's Liability Coverage Limit: \$1,000,000

- The provisions of Article XXII of RFP No. 3137-20 attached hereto as Appendix C hereby is incorporated by reference as if each word were included herein.

9.2 Performance Bond. ACHS shall provide the County with a performance bond equal to one-hundred percent (100%) of the annual base price as forth herein for the term of the Agreement. New bonds will be required for each renewal (if any) in one (1) year increments, not to exceed two (2) additional years past the initial term. Such performance bond must be written by a Texas Licensed company, or companies.

**9.3 COUNTY INDEMNITY. ACHS AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, THE HOSPITAL DISTRICT, AND THEIR AGENTS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL SUITS, ACTIONS OR OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY LOSS OR DAMAGE ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION OF ACHS, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH SUIT, ACTION OR CLAIM IS INSTITUTED BY A THIRD PARTY OR AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF ACHS. ACHS WILL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, THE HOSPITAL DISTRICT, OR THEIR AGENTS, OFFICERS AND EMPLOYEES FOR ANY SUIT, ACTION OR OTHER CLAIM ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION OF THE COUNTY, THE HOSPITAL DISTRICT, OR THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS. ACHS'S OBLIGATIONS PURSUANT TO THIS PROVISION WILL NOT APPLY TO ANY CLAIM, LIABILITY, COST OR EXPENSE INCURRED IN CONNECTION WITH TREATMENT OF ANY INMATE'S INJURY IF SUCH TREATMENT OCCURRED PRIOR TO THE INMATE'S CUSTODY BY THE COUNTY OR AT ANY TIME THE INMATE WAS OUTSIDE THE COUNTY'S CUSTODY. ACHS'S OBLIGATIONS PURSUANT TO THIS PROVISION WILL NOT APPLY TO ANY CLAIM, LIABILITY, COST OR EXPENSE TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE COUNTY OR HOSPITAL DISTRICT'S OFFICERS, AGENTS, OR EMPLOYEES WHICH PREVENT AN INMATE FROM RECEIVING MEDICAL CARE AS DIRECTED BY ACHS. THE COUNTY OR HOSPITAL DISTRICT SHALL PROMPTLY NOTIFY ACHS OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH THE COUNTY OR HOSPITAL DISTRICT BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE ACHS, AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. ACHS MAY RETAIN SOLE CONTROL OF THE DEFENSE WHILE THE ACTION IS PENDING SHOULD IT SO CHOOSE. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**9.4 ACHS INDEMNITY. COUNTY AND HOSPITAL DISTRICT AGREE, TO THE EXTENT PERMITTED BY LAW WITHOUT ESTABLISHING A SINKING FUND, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ACHS AND ANY OF ITS AGENTS, OFFICERS, SUBCONTRACTORS AND EMPLOYEES, FROM AND AGAINST ALL SUITS, ACTIONS OR OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY LOSS OR DAMAGE ARISING OUT OF ANY WRONGFUL ACT,**

**NEGLIGENCE, OR OMISSION BY THE COUNTY, THE HOSPITAL DISTRICT OR THEIR OFFICERS, EMPLOYEES OR AGENTS, REGARDLESS OF WHETHER SUCH SUIT, ACTION OR CLAIM IS INSTITUTED BY A THIRD PARTY OR AN EMPLOYEE, OFFICER, AGENT OR SUBCONTRACTOR OF THE COUNTY OR THE HOSPITAL DISTRICT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. ACHS SHALL PROMPTLY NOTIFY THE COUNTY OR HOSPITAL DISTRICT OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH ACHS BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE THE COUNTY AND/OR HOSPITAL DISTRICT, AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. COUNTY AND/OR THE HOSPITAL DISTRICT MAY RETAIN SOLE CONTROL OF THE DEFENSE WHILE THE ACTION IS PENDING SHOULD IT SO CHOOSE. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

## **10. MISCELLANEOUS**

10.1 Independent Contractor Status. The parties acknowledge that ACHS is an independent contractor and no employee or agent of ACHS shall be deemed for any reason to be an employee or agent of the County. Nothing in this Agreement is intended, nor shall be construed to create, an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

10.2 Assignment and Subcontracting. Except as provided in Article 2.6, ACHS shall not assign this Agreement, except to an affiliate of ACHS or a successor to substantially all of its assets, or any of its rights or obligations under this Agreement, without the express written consent of the County and Hospital District, which consent shall not be withheld provided the assignee is a qualified provider of services such as those to be provided hereunder and shall have equal or more financial resources than ACHS. Any such assignment or subcontract shall include all of the obligations contained in this Agreement. The parties hereby agree that various independent contractors serving as medical providers will be utilized in carrying out the obligations contained in this Agreement.

10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

ACHS: Otto Campo  
Chief Executive Officer  
Armor Correctional Health Services, Inc.  
4960 SW 72 Ave., Suite 400  
Miami, FL 33155

With a copy to: Denise Rupp  
Senior Director, Business

Armor Correctional Health Services, Inc.  
4960 SW 72 Ave., Suite 400  
Miami, FL 33155

County: Barbara Canales  
Nueces County Judge  
901 Leopard Street, Room 303  
Corpus Christi, Texas 78401

With a copy to: John Hooper Sheriff  
Nueces County Sheriff's Office  
901 Leopard Street  
Corpus Christi, Texas 78401

Nueces County Attorney  
901 Leopard Street, Room 207  
Corpus Christi, Texas 78401

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

Notices shall be effective upon receipt.

10.4 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas. Any litigation filed against the County by ACHS shall be brought in a State Court in Nueces County, Texas and/or in the United States District Courts in the Southern District of Texas, Corpus Christi Division.

10.5 Amendment. This Agreement may be amended or revised if approved by authorized parties, only in writing, and signed by all parties to this Agreement.

10.6 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.7 Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute a third-party beneficiary hereof.

10.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

10.9 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations and provision of medical, mental health, dental, and nursing services, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, or act of God. All parties understand and agree that there are such occurrences, both beyond the control and within the control of the parties, may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While all parties will act in good faith and endeavor to reduce the possibility of such occurrences in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the negligent, reckless, or intentional actions or omissions of the County or their employees, agents or contractors, having catastrophic results and resulting in medical care for the inmates, County staff, visitors, or contractors, ACHS shall not be responsible for costs attributable to such catastrophic event.

10.10 Effect of This Agreement. This Agreement, including the attachments, and documents previously incorporated herein as the Proposal and Appendixes, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. This Agreement may be modified only in a writing that expressly references this Agreement and is executed by all of the parties hereto.

10.11 Survival. The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

10.12 Electronic Record Management Application (ERMA). ACHS will provide an electronic medical records software system (“software”) commonly referred to as “EMR” for use in the Facilities. ACHS will also implement online pharmaceutical ordering and administration through the EMR using an eMAR module. The County shall be entitled to quantitative and select information as required by the County. At the termination or expiration of this Agreement, ACHS shall remove the software. ACHS shall provide the County with a complete set of printable, official medical records contained by the software for each inmate in a PDF format, in addition to a dump of relevant medical records data in a mutually agreeable format.

10.13 Discharge Medications. ACHS will provide the service which allows discharged inmates access to a 30-day supply of medications upon release. The prescription may be filled at any pharmacy. ACHS will provide a prescription card for all inmates in need of discharge medications, including those in need of psychotropic medications. When the prescription is filled, ACHS will absorb the costs. This shall be ACHS’s sole responsibility with respect to discharge medications.

10.14 Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, each party shall be responsible for its own costs.

10.15 Compliance with Laws. The parties hereto expressly acknowledge that it has been, and continues to be, their intent to comply fully with all federal, state and local laws, Court Orders, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party thereto

in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any statute or regulation arising from this Agreement, this Agreement shall be renegotiated to comply with the applicable provisions of then current law.

10.16 Drug-Free Work Place. ACHS shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all subcontractors to insure that the County maintains a drug-free workplace.

10.17 Gratuities. ACHS shall not offer County employees benefits, gifts, or favors. Failure to honor this policy may result in the termination of this Agreement.

10.18 Confidentiality. It is understood that in the course of the engagement established under this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as “Confidential Information”). All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the Confidential Information of the other party, except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party’s Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. This provision shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

ARMOR CORRECTIONAL  
HEALTH SERVICES, INC  
By: Otto Campo  
Its: Chief Executive Officer

**NUECES COUNTY**  
By: Barbara Canales  
Its: Nueces County Judge

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**NUECES COUNTY HOSPITAL DISTRICT**

By: Jonny F. Hipp  
Its: Administrator/Chief Executive Officer

\_\_\_\_\_  
Signature

**APPENDIX A  
STAFFING MATRIX**



Nueces County Jail										
Day Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
Health Services Administrator	8	8	8	8	8				40	1.00
Discharge Planner	8	8	8	8	8				40	1.00
Adm.Assistant/UM	8	8	8	8	8				40	1.00
DON/Educator	8	8	8	8	8				40	1.00
Medical Director						4		20	24	0.60
ARNP/PA	6	6	6	6	6		4		34	0.85
Medical Records Clerk	8	8	8	8	8	8	8		56	1.40
RN Charge/Infirmary/Intake	8	8	8	8	8	16	16		72	1.80
RN Sick Call / H&P	8	8	8	8	8	8	8		56	1.40
LVN Med Adm/Detox	16	16	16	16	16	16	16		112	2.80
Dentist								16	16	0.40
Dental Asst.								16	16	0.40
Psychiatrist								5	5	0.13
Psych ARNP								8	8	0.20
Mental Health Professional	8	8	8	8	8	8	8	4	60	1.50
<b>Total Hours / FTE - Day</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>86</b>	<b>60</b>	<b>60</b>	<b>69</b>	<b>619</b>	<b>15.48</b>
Evening Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN-Charge/Intake	8	8	8	8	8	8	8		56	1.40
LVN-Infirmary/Emergencies	8	8	8	8	8	8	8		56	1.40
LVN-Med. Admin/detox	16	16	16	16	16	16	16		112	2.80
<b>Total Hours / FTE - Evening</b>	<b>32</b>	<b>0</b>	<b>224</b>	<b>5.60</b>						
Night Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN intake/charge	8	8	8	8	8	8	8		56	1.40
LVN-Diabetics/Court Meds/Intake	16	16	16	16	16	16	16		112	2.80
<b>Total Hours / FTE - Night</b>	<b>24</b>		<b>168</b>	<b>4.20</b>						
<b>Total Hours / FTE</b>	<b>142</b>	<b>142</b>	<b>142</b>	<b>142</b>	<b>142</b>	<b>116</b>	<b>116</b>	<b>69</b>	<b>1,011</b>	<b>25.28</b>



Medical Services for the Nueces County Jail and Juvenile Justice Center  
 Request for Proposal No. 3137-20  
 August 20, 2020

Nueces County McKinzie Annex										
Day Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
ARNP/PA								6	6	0.15
Medical Records Clerk								20	20	0.50
RN Sick call / H&P	8	8	8	8	8				40	1.00
LVN Med Adm	8	8	8	8	8	8	8		56	1.40
<b>Total Hours / FTE - Day</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>26</b>	<b>122</b>	<b>3.05</b>
Evening Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
LVN-Med. Admin	8	8	8	8	8	8	8		56	1.40
<b>Total Hours / FTE - Evening</b>	<b>8</b>	<b>0</b>	<b>56</b>	<b>1.40</b>						
Night Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
LVN-Diabetics/court meds	8	8	8	8	8	8	8		56	1.40
<b>Total Hours / FTE - Night</b>	<b>8</b>		<b>56</b>	<b>1.40</b>						
<b>Total Hours / FTE</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>24</b>	<b>24</b>	<b>26</b>	<b>234</b>	<b>5.85</b>

**APPENDIX B**  
**ARTICLE . V. SCOPE OF WORK FOR THE FACILITIES**  
**(Jail and McKinzie Jail Annex) OF RFP No. 3137-20**

## **Article V. Scope of Work for the Facilities (Jail and McKinzie Jail Annex)**

### **A. Responsibilities**

1. Proposer shall be the sole supplier and/or coordinator of the system that delivers inmate medical services at the Facilities.
2. Proposer shall be responsible for provision of ambulatory and infirmary medical services at the Jail and ambulatory medical services at the Annex using the Existing Medical Units.
3. Proposer shall be responsible for all medical care of all inmates incarcerated at Facilities, including Work Release inmates.
4. The Proposer's responsibility for inmate health care delivery commences with the commitment of the inmate to the custody of the Facilities and ends with the release of the inmate. When the prisoner arrives at the facility, they are official booked, responsibility and expense start at the time of arrival.
5. The Proposer is not responsible for inpatient or outpatient inmate healthcare services that cannot be reasonably provided within the Facilities. Financially responsibility for medical care when a prisoner is taken directly to the hospital, prior to booking, is primarily the responsibility of the inmate and then Indigent Care if inmate does not have insurance. Work release inmates are not covered by Workers Compensation.
6. The Proposer will be responsible for maintaining a liaison with and coordinating offsite inmate healthcare services with the Hospital District's indigent health care contractor.

The term "medical services" in the above paragraph means the provision of twenty-four (24) hours a day, seven (7) days a week of inmate medical, dental, mental health, and nursing services, including but not limited to (i) intake health assessments, health care services for chronic, infirmary, and sick call care, routine and preventive care, including health assessments; and acute and emergency care; (ii) laboratory, radiology, pharmacy, physical therapy, and other supporting ancillary services and supplies; and (iii) other related non-ancillary support services.

### **B. Minimum Requirements**

1. The Proposer must be organized for the sole purpose of providing correctional health care services and have previous experience with proven effectiveness in administering correctional health care programs.

2. The Proposer must have at least five (5) continuous years of corporate experience in providing health care services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the Facilities. Emphasis will be placed on those referenced correctional facilities in the State of Texas.
3. The Proposer must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
4. The Proposer must be able to provide a medical care delivery system specifically for the Facilities. It must demonstrate that it has the ability for a sixty (60)-day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.
5. Proposer must demonstrate that all medical professionals are licensed in the State of Texas.

**C. Specifications and Program Requirements**

1. Administrative Requirements:
  - a. A singular designated Texas-licensed physician (M.D. or D.O.) Medical Director with responsibility for assuring the quality, appropriateness, timeliness, and adequacy of inmate health care services. If the Medical Director provides direct health care services, he/she shall maintain active medical staff membership with delineated clinical privileges at Christus Spohn Health System hospitals located in Nueces County, Texas and be a resident of Nueces County.
  - b. A full-time on-site Health Services Administrator shall be provided who shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract.
  - c. The Proposer shall, upon request, provide to the County proof of Texas licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians, psychiatrists, dentists, mental health practitioners, Nurse Practitioners, Physician Assistants, and other employees, if applicable.
  - d. Copies of staffing schedules encompassing all health care staff are to be submitted to the Health Services Administrator on the fifteenth of each month for the upcoming month. Daily Updates should be supplied if there are changes.

- e. Monthly and daily statistics will be required as follows:
- i. A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth calendar day of each month to the Contract Administrator that includes, but is not limited to, the following:
    - Inmates seen at sick call
    - Inmates seen by physician
    - Inmates seen by dentist
    - Inmates seen by psychiatrist
    - Medical specialty consultation referrals
    - Off-site hospital admissions
    - Emergency Room visits
    - Infirmiry admissions, patient days, average length of stay
    - Intake medical screening
    - Fourteen (14) day physicals
    - Lab Work
    - MHMR active care list
  - ii. A report of the previous twenty-four (24) hours that captures but is not limited to, the following data. This report shall be submitted to the Contract Administrator on a daily basis:
    - Transfers to off-site hospital emergency departments
    - Communicable disease reporting
    - Suicide data (i.e. attempts and precautions taken)
    - Report of status of inmates in local hospitals
    - Report of status of inmates in jail infirmiry
    - Submit completed medical incident report copies
- f. Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Chief Jail Administrator or his designee.
- g. The establishment of a comprehensive quality improvement activity that will monitor the health/medical services provided.
- h. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected.
- i. Proposer is to arrange ambulance service from the local providers.

- j. The Proposer shall, in times of emergency, disaster, or threat thereof, whether accidental, natural or man-made, provide medical assistance to the County Sheriff's Office to the extent or degree required by County Sheriff's Office policies and procedures. Awarded Proposer/Contractor will be responsible for care and treatment during exigent circumstances. The awarded proposer/contractor shall be prepared to operate without assistance for at least five (5) days during the hurricane season. All of the awarded proposer/contractor personnel will be considered as essential personnel. The awarded proposer/contractor shall be prepared with a schedule that will provide medical care 24/7 or until the incident/hurricane is over. If the Sheriff institutes a recall during emergency situations (i.e. hurricane) all medical contractor personnel shall report to the jail as soon as possible after receiving notification
2. Personnel requirements:
- a. Adequate health care personnel required to provide those services listed in this RFP must be provided for twenty-four (24) hours, seven (7) days per week inmate health services at the Facilities. No more than 10% of Nursing Staff may be outsourced by Proposer.
  - b. Physician services must be available to provide for the following:
    - i. Must be sufficient to provide the required needs of the inmates and assure medical evaluation/follow up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays).
    - ii. In addition, twenty-four (24) hour physician on-call services with the availability for consultation and the ability to meet the on-site needs are required.
    - iii. Communication conducted via cell phone.
    - iv. The physician providing such services shall maintain active medical staff membership with delineated clinical privileges at Christus Spohn Health System hospitals located in Nueces County, Texas and be a resident of Nueces County.
  - c. Nursing services must be available to provide for the following:
    - i. Medical unit coverage at all times, including sick call and medication administration periods at the Facilities;

- ii. 24-hour intake screening, including medical histories and tuberculosis testing on all inmates at the time of admission at the Jail, busiest day is Wednesday;
  - iii. HIV testing as directed by court order. It is mandated for certain penal code offenses through direction of the court;
  - iv. Health Assessments on all inmates within fourteen (14) days after booking at the Facilities;
  - v. Distribution of medications as prescribed at the Facilities;
  - vi. Sick call triage and follow-up on a daily basis to include weekends and holidays at the Facilities;
  - vii. Appropriate and timely response to inmate medical needs and emergencies at the Facilities;
  - viii. Physician, nurse practitioner, and physician assistant support services at the Facilities;
  - ix. 24-hour infirmary care at the Jail as needed; and
  - x. 24-hour application and removal of stiches/suture as needed.
- d. The Proposer shall provide sufficient clerical staff to support the medical contract.
  - e. Telemedicine is an option.
  - f. The County Sheriff or his designee may request replacement of any Proposer's personnel or contractors he believes whose actions are against the law or contrary to the security, safety or health of others or does not comply with the Facilities' policies and procedures. The County Sheriff or his designee shall approve all appointments to the position of the Medical Director and Health Services Administrator. Proposer must staff position these two positions at all times. County will not waive the positions.
  - g. Written job description and protocols to define specific duties and responsibilities for all assignments must be provided to the County Sheriff or his designee.

3. Pharmaceutical Services:

- a. Pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written for all formulary approved medications and twenty-four (24) hours for all non-formulary medications except where such medications are not readily available in the local community.
- b. Pharmaceutical services shall be consistent with State and Federal regulations and must be monitored by a qualified and Texas-licensed pharmacist.
- c. A copy of the formulary to be used in this contract shall be provided to the Sheriff or his designee.
- d. Service shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates. Medications are to be administered by nurses at the Facilities. Some medications are administered within the Medical Units and others are administered within the jail pods.
- e. The County is not aware that pharmacy technicians can administer medications in Texas. However, the Proposer has the final responsibility for determining whether pharmacy technicians can legally administer medications in Texas.
- f. Standard medication passes are conducted at 8:00am and 8:00pm, with additional passes of special needs medication as ordered by physician.
- g. Provide for the recording of the administration of medications in a manner and on a form approved by the Medical Director to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered, and the reason given. There is to be no self-administration or "keep-on-person" medication system

4. Dental Services:

The Proposer shall provide routine and emergency dental care for each inmate under the direct supervision of a licensed dentist and shall establish a defined scope of available dental services including emergency dental care which includes the following:

- a. A dental screening conducted within 14 days of admission, unless completed within the last six months, conducted on initial intake with instructions on dental hygiene.

- b. A dental examination by a dentist within 12 months of admission, supported by diagnostic x-rays, if necessary.
  - c. A treatment plan with x-rays for those inmates who request care with more than 12 months detention.
  - d. A defined charting system that identifies the oral health condition and specifies the priorities for treatment by category.
  - e. Development of an individualized treatment plan for each inmate receiving dental care.
  - f. Consultation and referral to dental specialist, including oral surgery, when necessary.
5. Care and Treatment Requirements:
- a. The Proposer shall provide for twenty-four (24) hour a day, seven (7) days per week emergency health care services to include on-site emergencies with one physician or more health care providers. On call services are required 24/7. However, the County expects that the physician will come on-site if the inmate's medical condition(s) warrant it.
  - b. In addition to twenty-four (24) hour a day, seven (7) days per week emergency services coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical services to be seen within twenty-four (24) hours from the time of the request for such services. The inmates shall be triaged by an RN within 24 hours and seen by an MD or PA/NP at next clinic. However, if the inmate's medical condition warrants, the inmate shall be seen by an MD or PA/NP prior to the next clinic. Sick call occurs in the medical unit. Sick calls are made daily by staff or medical observation along with inmate communication forms.
  - c. A written manual of standardized policies and defined procedures, approved by the Medical Director and the County Sheriff, must be reviewed at least annually and revised as necessary under the direction of the Medical Director and with the approval of the County Sheriff.
  - d. The Proposer shall provide for necessary laboratory and x-ray services (take and read) 24 hours 7 days a week. All abnormal laboratory and x-ray results are to be reviewed and signed by a physician with a follow up plan of care outlined as needed.

- e. The Proposer shall provide for mental health services which shall include as a minimum:
  - i. Screening for mental health problems on intake as provided in NCCHC, ACA standards, and Texas Commission on Jail Standards.
  - ii. On-site evaluation by the Proposer's psychiatrist for the detection, diagnosis, and treatment of mental illness. There are 12 caged units within the jail pods that are utilized for inmates suffering mental disabilities and those on mental health watch.
  - iii. Crisis intervention and management of acute psychiatric episodes.
  - iv. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
  - v. Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the Facilities.
  - vi. Obtaining and documenting informed consent.
  - vii. Allow for Nueces Center for Mental Health and Intellectual Disabilities "NCMNID" to review care of its clients while in the facilities.
  - viii. The Proposer ensures inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.
  - ix. Not responsible for conducting psychological evaluations for parole or probation.
- f. The Proposer shall provide a program for meeting the special needs of the female population; e.g., pregnancy.
- g. The Proposer shall provide documented inmate health screening with history forms immediately upon arrival at the Facilities based on structured inquiry and observation and performed by qualified health care personnel, twenty-four (24) hours a day, seven (7) days a week. This will ensure that anyone taken into custody receives the necessary medical attention prior to admission into our system. At a minimum, the screening must include inquiry into:
  - i. Current illness and health problems including medical, dental, and communicable diseases.

- ii. Medications taken and special health requirements.
  - iii. Use of alcohol and drugs, including the types, methods, amounts, frequency, and date/time of last use and history of problems related to withdrawal.
  - iv. For females, a gynecological history, including pregnancies.
  - v. Observations of behavior, including the state of consciousness, mental status, appearance, conduct, tremors and sweating.
  - vi. Notations of body deformities, trauma markings, ease of movement, bruises and jaundice.
  - vii. Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse.
- h. The Proposer will provide specialized inmate transportation for emergency ambulance care; the proposer will provide inmate transportation for specialized healthcare needs; the County provides all other transportation relating to the provision of health services.
  - i. The Proposer shall provide a total pharmaceutical system for the Facilities beginning with the Physician's prescribing, the administration of medication, and the necessary record keeping. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. The Proposer shall be responsible for the costs of all drugs administered. The County will accept alternative proposals for pharmaceutical costs including risk sharing arrangement; the Proposer must provide a detailed explanation for alternative proposals.
  - j. Over the counter (OTC) drugs may be available in the commissary from time to time. However, all medications, OTC or otherwise, that are ordered by the physician shall be provided by the Proposer.
  - k. Insulin treatment is received in the medical unit. Diabetics are housed in close proximity to the medical ward
  - l. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Facilities.

- m. Inmates will not be used to provide any health care services, including record keeping.
  - n. The Proposer is responsible for assessing the availability of “free” services offered by any providers.
6. Medical Records Requirements:
- a. A medical record consistent with state regulations and community standards of practice shall be maintained on each inmate held beyond the first appearance in court. These records shall be kept separate from the jail confinement records of the inmate.
  - b. Individual inmate health care records, including relevant records of outpatient visits, will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.
  - c. In any case where medical care is at issue, or where the physical or mental condition of an inmate is at issue, the Proposer shall make all records accessible to the Sheriff, County’s Chief of Jail Administration, District Attorney, or County Attorney. The Proposer additionally acknowledges compliance with and understanding of all applicable provisions of the federal Health Insurance Portability and Accountability Act (HIPAA). If in the future Proposer terminates the Agreement or does not intend to extend the Agreement with the County, Proposer understands and shall make available medical records of inmates to any new correctional health provider.
  - d. Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Criminal Justice, U.S. Marshals Service, U.S. Immigration and Customs Enforcement, various agencies, counties, and municipalities. The Proposer shall promptly notify the County’s Sheriff or designee of the need for other than routine medical care for such inmates and shall provide documentation of required treatment to the Department of Criminal Justice or U.S. Marshal, or the applicable municipality, as requested.
  - e. The Proposer shall submit monthly detailed inmate-specific statements to the Nueces County Hospital District to support the Hospital District in securing reimbursement for all medical care costs provided by Proposer to inmates who are not residents of Nueces County, Texas. The Proposer shall submit to the Hospital District related inmate administrative information including, but not limited to intake, demographic, residency, and health insurance information.

Additionally, the Proposer shall execute a HIPAA-related Business Associate Agreement with the Hospital District.

- f. The Proposer shall prepare health summaries to be sent with inmates transferred to the Texas Department of Criminal Justice. The Proposer will ensure that inmates and health summaries are appropriately prepared for transfer within 24 hours of receiving the list of inmates being transferred, or as necessary.
  - g. The Proposer will examine and provide medical clearance for all inmate workers, as requested by the County's Sheriff or his designee. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required to be cleared.
  - h. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the County's Sheriff or his designee shall be immediately notified.
  - i. Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association.
  - j. Proposer shall ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses.
7. Supplies, Office and Medical Equipment
- a. The Proposer should provide whatever stock supplies are required to perform under the contract. Proposer will also supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders, alpha indexes and forms, pharmaceuticals, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants.
  - b. The Proposer is responsible for assessing the office and medical equipment needs. All equipment purchased under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

- c. Medical equipment identified in Article VII Paragraph D.1 below will be provided by the Nueces County Hospital District for use by the Proposer. The Proposer shall be responsible for ongoing repair and maintenance of all medical and office equipment provided and owned by the County or the District for use by the Proposer. Should such equipment become non-serviceable due to routine use, then the County or District will be responsible for its replacement. Non-serviceable medical and office equipment shall be returned to the County or District as appropriate.
  - d. Nueces County provides phone land lines or two-way radios. Contractor can provide cell phones to their staff at their own expense.
  - e. County does not provide a photo copier.
  - f. County does provide internet services at no cost to the awarded proposer.
8. Services to Staff:
- a. Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facilities and provide appropriate incident report.
  - b. The Proposer shall provide health education for security staff not to exceed fifty (50) hours of instruction per year in such areas as: airborne pathogens, blood borne pathogens, recognizing and responding to medical emergencies, recognizing and responding to suicide, recognizing and responding to mental health concerns emergency procedures.
  - c. The Proposer shall provide management of the Hepatitis B vaccination program and tuberculosis screen for all Facilities' staff. County will bear the cost of the vaccine.
9. Proposer employees will be required to attend training on Basic Jail Orientation, radio procedures, interpersonal communication skills and other security topics made available several times each year by the Sheriff's Office at no cost to the Proposer. The total classroom time for these subjects is approximately ten hours per FTE and the Proposer shall be responsible for employee wages and/or overtime necessary to fulfill this requirement. Training hours are considered part of contract hours.
10. Proposer personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime associated with this obligation will be the responsibility of the Proposer.

11. Proposer will be required to comply with all Sheriff's Office policies, procedures, protocols and post orders.

D. General Information

1. The County shall have the right to require Proposer to remove any person(s) employed by or engaged by Proposer, when it deems such action to be in the best interest of the County because of illegal actions, or is contrary to security, health and safety of others or in violation of the County Sheriff's Policies and Procedures. It is further noted that the right of entrance by any person to the Facilities is under the sole jurisdiction of the County Sheriff's Office.
2. All Proposer's personnel, including personnel of its subcontractor(s) and agents, will be subject to security background checks and clearances by the Sheriff's Office prior to being granted admittance to the Facilities. In each instance, the Proposer and its subcontractor(s), agent(s) and its personnel, will provide such cooperation as may be reasonably required to complete the security check. The County Sheriff agrees to perform such security checks in a timely manner and not unduly delay such checks. Depending on the number of people to be run and the Crime Data Section workload the length of time should be no more than 24 hours for the criminal check.
3. Provision shall be made for meetings between the Proposer's staff and Facilities' administration, including their documentation, to facilitate good communications and good rapport between security and health services.
4. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Proposer pursuant to the contract shall be secured and paid for by the Proposer. This shall include fees associated with National Commission on Correctional Health Care (NCHC) accreditation and periodic accreditation reviews.
5. The Proposer shall be responsible for contracting for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the Facilities and disposed of as regulated by federal, state and local laws. All costs related to the removal and disposal shall be at the expense of the Proposer.
6. The Proposer shall propose a provision of a complete pharmaceutical system for inmates housed at the Facilities.
7. The County shall have the unfettered right to monitor the Proposer's work in every respect as the contract administrator. Contract Administrator is Nueces County Sheriff's Office designee; therefore, cost should not be included in Proposal Response. In this regard, the Proposer shall provide its full cooperation, and ensure the cooperation of its employees, agents, and subcontractors. Further, the Proposer

shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to the Proposer's work and performance under the contract. In the event the Proposer does not hold such material in its original form, a true copy shall be provided.

E. Existing Medical Units

1. Medical Unit at Jail:

The existing Medical Unit contains 8 inmate cells with beds and sink and toilet, 1 of which is a 3-bed ward, and 4 of which are equipped as reverse air flow cells. The most inmates housed in the medical unit at one time are 5. The remaining space is allocated as follows:

**Provided by County:**

- 1 Health Services Administrator Office / Secretarial Office / with restroom
- 1 Pharmacy
- 1 X-Ray Room
- 2 Exam Rooms
- 1 Dental Room
- 2 Nurses Station with restroom
- 1 Nurses Lounge
- 3 Negative Air Pressure Rooms
- 2 ADA Showers
- 1 Ward
- 3 Single Rooms
- 1 Outdoor Recreation Area
- 5 Storage Areas
- 1 Inmate Holding Area
- 1 Kitchen Area
- 1 Physical Therapy Room

**Provided by Nueces County Hospital District:**

- Hill Rom PO#58326 Bed Electric Advance 1000
- Hill Rom PO#58326 Advance Bed
- Pulse Oximeter Nova Meters with protective bag
- Xmamsi Radiographic System
- Century Bed (8)
- MAC5000 Defib. System CE#2004378
- 1 Brother Fax
- Radiographic unit dental (serial # 521071)
- Lead Aprons X2
- Sml. Skirt
- Radiology cassettes

Film Lightbox #15758  
 Darkroom safelight GBX-2  
 General purpose Radiographic unit serial # AB521

2. Medical Unit at Annex:  
 (1) Nurses Workstation, (1) exam room, and (1) storage room. The space is shared with (1) counselor during the hours of 8:00 am to 5:00 pm weekdays.

F. Statistical Data

The following is an overview of statistical data for primary medical services for the period June 01, 2019 through May 31, 2020. This data is provided for informational purposes only and in no way is intended to limit, project, or predict the number of patient encounters to be provided by the Proposer during the period of the contract. The information in this RFP package has been taken from data available and is believed to be reasonably accurate.

	<b>Jail</b>	<b>Annex</b>
Average Daily Population (ADP)	596	412
Male ADP	433	412
Female ADP	163	0
Bookings	16,800	892
Average Length of Stay at the facility (days)	22	20
Inmates on the work release program	800	

<b>Primary Medical Service</b>	<b>Total Delivered</b>
Inmates seen by physician	2208
Inmates seen by NP/PA	3656
Inmates seen by dentist	754
Nurse sick call (Requests)	4096
Inmates seen by psychiatrist	574
Inmates seen by Psych NP/PA	1,574
Inmates seen by QMHP	1,697
Inmates seen by Social Worker	Do not have Social Worker
Intake Screens/Medical Histories	27,140
Flight for Life	0
X-rays	253
Lab work	1,486

## G. Facility's Security

The County Jail and Jail Annex are secured facilities. Necessary arrangements to enter must be made with the Jail staff. Awarded Proposer and its personnel shall be subject to and shall comply with all County Sheriff's Office jail security policies and procedures. Violations of policies and procedures may result in denied access to the Jail and Annex. In this event, the Awarded Proposer shall provide alternate personnel to supply services described herein subject to the County's approval. The County shall not be held responsible for any injury to or loss of property of any Proposer employees.

Each person who is an employee or agent of the Awarded Proposer or a subcontractor of Awarded Proposer shall display his or her company ID badges at all times while on County premises. Each such employee or agent upon requests of County personnel shall provide additional photo identification.

On-site security requirement(s): For all conditions noted below, the Awarded Proposer's personnel may be barred from entrance or leaving any site until such time that the County conditions and queries are satisfied.

1. Any person who is an employee or agent of the Awarded Proposer or Awarded Proposer's subcontractor and who enters the premises of a facility under the contractual obligation may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by the County. Weapons, drugs, tobacco, alcohol and other contraband are prohibited on the grounds of the facilities. All persons entering any of the facilities are subject to be searched.
2. The Awarded Proposer shall submit all additional information that may be requested in connection with the background checks. During the times that the Awarded Proposer's employees are at the facilities, they shall be subject to the rules and procedures governing the facilities, including searches and items considered contraband. The Awarded Proposer shall take immediate corrective action upon notice that an employee has violated rules or regulations, or that an employee's actions may adversely affect the facilities or the safety of staff, inmates or public.
3. Failure of any of the Awarded Proposer's, subcontractors, employees, or agents to comply with any provision of the Contract that results from award of this RFP is sufficient grounds for the County to immediately terminate the contract for default.
4. Upon both entering and leaving the facilities, Nueces County Sheriff staff may search Awarded Proposer's personnel and vehicle(s). Vehicle(s) is subject to screening by drug detection dogs while on County property.
5. At all times at both facilities, the Awarded Proposer's personnel shall ensure cooperation with County facility requirements which include: 1) being prepared to

be escorted at all times, and 2) providing information for ID badge purposes and wearing the ID badge on their person in a visual location at all times. 3) Vehicle(s) shall never be left with the motor running, unlocked or with keys in the vehicle(s) at any time that the vehicle(s) is unattended by driver.

6. All tools, equipment and vehicle(s) brought into the facilities shall be secured at all times. Vehicle(s) will be kept locked when not being occupied. In the case of the Awarded Proposer using pick-up trucks, there shall be nothing left unsecured in the bed. All side doors, side toolboxes, bed toolboxes, bed caps and utility boxes will be made secure by using locking devices approved by each facility. All tools, parts, equipment and other paraphernalia used by the Awarded Proposer shall remain in direct control and possession of Awarded Proposer at all times. Failure to adhere to these requirements will be considered a breach of security and will result in actions deemed necessary by the administration of the Sheriff's Office.
7. Smoking or use of tobacco products is prohibited on County property. Tobacco products or associated materials (matches, lighters, cigarette papers, etc.) are prohibited from entering the facilities.
8. Only one (1) employee of the Awarded Proposer shall be allowed a cell phone or pager, or both, into the facilities. If more than one (1) employee of the requires entry into the facility, the additional employee of Awarded Proposer will not be allowed a cell phone or pager while performing work inside the facilities. Failure to comply shall be grounds for termination or default.

**APPENDIX C**  
**ARTICLE XXII WORKERS COMPENSATION CERTIFICATION OF RFP NO. 3137-20**

## **Article XXII. Workers Compensation Certification**

Proposer shall certify in writing that he provides Workers Compensation Insurance for all employees of the Proposer. The Proposer shall require all subcontractors to provide a similar certificate to the Proposer and the Proposer shall furnish such certificates to Nueces County.

A Proposer shall:

- A. Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- B. Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- C. Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Proposer's current certificate of coverage ends during the duration of the project;
- D. Obtain from each person providing services on a project, and provide the governmental entity:
  1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. no later than seven (7) days after receipt by the Proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- E. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- F. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Proposer knows or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project;
- G. Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person might verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal

type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2: 28 TAC 110.110(d) (7) of this section, provided by the commission on the sample notice without any additional words or changes; and

H. Contractually require each person with whom it contracts to provide services on a project to:

1. Provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all employees providing services on the project, for the duration of the project;
2. Provide a certificate of coverage to the Awarded Proposer/contractor prior to beginning work on the project;
3. Include in all contracts to provide services on the project the language in subsection below;

“By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.”

4. Provide the Awarded Proposer/Contractor prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Obtain from each other person with whom it contracts, and provide to the Awarded Proposer/contractor:
  - a. a certificate of coverage, prior to the other person beginning work on the project; and
  - b. prior to the end of the coverage period, a new certificate of coverage showing extension of coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project; and

6. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- I. Notify the governmental entity in writing by certified mail or personal delivery, within thirty (30) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- J. Contractually require each other person with whom it contracts, to perform as required by subparagraphs (a) – (h) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

**APPENDIX D**  
**BUSINESS ASSOCIATE AGREEMENT**

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is by and between County of Nueces, Texas/Nueces County Hospital District (collectively, “Covered Entity”) and Armor Correctional Health Services, Inc. (“Business Associate”).

**WHEREAS**, Covered Entity is considered a “Covered Entity” and Business Associate is considered a “Business Associate” as such terms are defined under the Health Insurance Portability and Accountability Act of 1996 (as amended, modified or superseded from time to time, “HIPAA”) and the final Privacy Rule and Security Rule issued pursuant thereto (*codified* at 45 CFR Parts 160, 162 and 164 as amended, modified, or superseded from time to time, the “Privacy Rule”) (collectively, HIPAA, the Privacy Rule, the Security Rule and any other state or federal legislation relating to the protection of health information is referred to herein as “Applicable Privacy and Security Law”);

**WHEREAS**, Covered Entity and Business Associate desire to enter into this Agreement in order to comply with Applicable Privacy and Security Law;

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, Covered Entity and Business Associate agree as follows:

1. Defined Terms. Unless otherwise indicated below or elsewhere in this Agreement, all capitalized terms shall have the meanings provided in 45 CFR 160.103 and 164.501.

a. “Individual” means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

b. “Protected Health Information” or “Electronic Protected Health Information, “EPHI” or “PHI” means individually identifiable health information as defined in 45 CFR 164.501, limited to the information received by Business Associate from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

c. “Unsecured Protected Health Information” or “UPHI” shall mean all Protected Health Information not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the HITECH Act and any implementing regulations.

d. “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

e. “Administrative Safeguards” shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the covered entity's workforce in relation to the protection of that information (45 C.F.R. § 164.304).

f. “Availability” shall mean that data or information is accessible and useable upon demand by an authorized person (45 C.F.R. § 164.304).

g. “Confidentiality” shall mean that data or information is not made available or disclosed to unauthorized persons or processes (45 C.F.R. § 164.304).

h. “Integrity” shall mean that data or information have not been altered or destroyed in an unauthorized manner (45 C.F.R. § 164.304).

i. "Physical Safeguards" shall mean physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion (45 C.F.R. § 164.304).

j. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (45 C.F.R. § 164.304).

k. "Discovery" means the time at which the unauthorized acquisition, access, use or discovery is known, or in the exercise of reasonable diligence, should have been known, to a person (other than the person committing the Breach) who is a member of Business Associate's workforce or that of any of Business Associate's agents.

l. "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect electronic protected health information and control access to it (45 C.F.R. § 164.304).

2. Privacy Compliance. All personally identifiable information about Covered Entity's Members or any health information of any other individuals in the possession of Covered Entity ("Protected Health Information" or "PHI") is subject to state and federal statutory and regulatory privacy standards, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations adopted thereunder by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162, 164 ("the HIPAA Rules"). The parties shall treat all such information in accordance with those standards, and shall use or disclose PHI received from the other only for the purposes stated in this Agreement, or to comply with judicial process or any applicable statute or regulation. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of HIPAA and HITECH and their regulations.

3. Business Associate Provisions. The following restrictions shall apply to all uses and disclosures of all PHI.

a. Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in this Agreement, use, disclose, and request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this Agreement.

b. Business Associate shall use the PHI only to perform the functions required by any agreements between Covered Entity and Business Associate and to perform such functions as required by this Agreement and for no other purpose.

c. Business Associate shall:

1. Not use or further disclose PHI other than as permitted or required by this Agreement, or to comply with law;

2. Not use or disclose Covered Entity's Protected Health Information in a manner that would violate 45 C.F.R. Part 164, Subpart E, "Privacy of Individually Identifiable Health Information" ("Privacy Rule"), if done by Covered Entity;

3. Notify Covered Entity in advance of any disclosure of PHI that Business Associate is required to make under any judicial or regulatory directive or requirement;

4. Notify Covered Entity and obtain Covered Entity's written consent prior to engaging a subcontractor to which Business Associate intends to provide PHI;

5. Store Covered Entity's PHI and confidential data only in secure data facilities located in the United States, and adopt security measures to assure that no person or entity physically located in or outside of the United States can access, acquire, use or disclose any such data;

6. Develop, implement, maintain and use administrative, technical and physical safeguards reasonably and appropriately protect the privacy, integrity, confidentiality and availability of PHI, and to prevent the non-permitted use or disclosure of PHI. When so required:

- a. The safeguards must reasonably protect Covered Entity's PHI from any intentional or unintentional unauthorized use or disclosure in violation of the HIPAA Privacy Rule, 45 C.F.R. Part 164, Subpart E and this Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
- b. Such safeguards shall comply with applicable requirements of 45 C.F.R. Part 164, Subpart C, pertaining to the security of Electronic Protected Health Information ("E PHI"), and as required by the HITECH Act. Business Associate also shall develop and implement policies and procedures and maintain documentation of such policies and procedures to assure compliance with the Security Rule standards as required by the HITECH Act;
- c. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides E PHI agrees to implement safeguards that reasonably and appropriately protect the E PHI; and
- d. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information of which Business Associate becomes aware that is not permitted by law or this Agreement.

7. Report to Covered Entity any use or disclosure of PHI not provided for in this Agreement of which Business Associate becomes aware within five (5) business days following discovery of the non-permitted use or disclosure. In addition, Business Associate shall report, following discovery and without unreasonable delay, but in no event later than five (5) business days following discovery, any acquisition, access, use or disclosure of "Unsecured Protected Health Information" (as defined by the HITECH Act and any implementing regulations) in a manner not permitted by the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). Business Associate shall cooperate with Covered Entity in investigating such unauthorized use or disclosure and in meeting Covered Entity's obligations under the HITECH Act and any other security breach notification laws. For purpose of this section, "discovery" shall mean the time at which the unauthorized acquisition, access, use or disclosure is known, or in the exercise of reasonable diligence should have been known, to a person (other than the person committing the breach) who is a member of the workforce of Business Associate, is an agent of Business Associate, or is a member of the workforce of such agent.

Any such report shall include the identification (if known) of each individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed. Business Associate's report shall at least:

- a. Identify the nature of the non-permitted access, use or disclosure, including the date of the event and the date of discovery of the event;
- b. Identify Protected Health Information accessed, used or disclosed (e.g., full name, social security number, date of birth, etc.);

- c. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
  - d. Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
  - e. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
  - f. Provide such other information, including a written report, as Covered Entity may reasonably request.
8. Ensure that any agents, including any subcontractor approved by Covered Entity under subsection D. above, to whom Business Associate provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to the protection of information under this Agreement;
9. If Business Associate holds any PHI in a Designated Record Set (as defined by HIPAA), make PHI available to individuals as required by 45 C.F.R. Section 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where directed by Covered Entity;
10. If Business Associate holds any PHI in a Designated Record Set (as defined by HIPAA), make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R. Section 164.526;
11. Document such disclosures of PHI and information relating to the disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI;
12. In the event of a Breach by Business Associate or any of its officers, directors, employees, subcontractors or agents, cooperate with Ceridian to notify, at Business Associate's expense, the affected individuals in accordance with the requirements of law.
13. Make available to Covered Entity the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528, and, where applicable, the HITECH Act;
14. Ensure that any of Business Associate's personnel, subcontractors or agents who may come into contact with Covered Entity's PHI undergo any privacy and security training required by Covered Entity prior to receiving PHI from Covered Entity Business Associate may substitute its own training for these purposes; however, all Business Associate training materials are subject to prior review and approval by Covered Entity;
15. Complete and promptly return to Covered Entity any affirmation or certification requested by Covered Entity to monitor Business Associate's compliance with these provisions, which certification shall not be required more than once in any twelve (12) -month period;
16. Upon reasonable notice, make its internal practices, facilities, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or collected by Business Associate on behalf of Covered Entity, available to the Secretary of Health and Human

Services and/or Covered Entity when called upon for purposes of determining Covered Entity's and/or Business Associate's compliance with these Business Associate provisions and applicable requirements of the HIPAA Privacy and Security Rules; and

17. To the extent the Business Associate has been engaged to perform any obligation of the Covered Entity that is described in 45 CFR, Part 164, Subpart E, Business Associate will comply with the requirements of that Subpart that would apply to the Covered Entity in the performance of that obligation.

d. At termination of this Agreement, or upon return to Business Associate of any equipment leased or used at any time by Covered Entity, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, and retain no copies of such information, or, if such return or destruction is not feasible, continue to treat all such information in accordance with applicable law and with the limits provided in this Agreement, and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible.

e. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI. Nor shall Business Associate receive payment directly or indirectly for any use or disclosure of PHI for marketing purposes.

f. Notwithstanding any provision to the contrary contained in this Agreement, if the HIPAA regulations governing PHI are modified in any way affecting the Business Associate Provisions of this Agreement, as soon as reasonably possible, but no later than the compliance date for any regulation, Covered Entity shall modify this Agreement to incorporate relevant provisions. Covered Entity shall provide Notice to Business Associate of the modifications (Notice of Amendment), and this Agreement shall be deemed to be amended in accordance with the Notice of Amendment unless Business Associate objects in writing within ten (10) days of receipt of the Notice.

g. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which Covered Entity has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Covered Entity that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

h. If Covered Entity determines that Business Associate has violated a material term of these Business Associate Provisions, Covered Entity is authorized, pursuant to 45 C.F.R. Section 164.504(e)(2)(iii), to terminate this Agreement. If Covered Entity determines that termination of the Agreement is not feasible, it may report such breach of this Agreement to the U.S. Department of Health and Human Services.

i. The terms and conditions of these Business Associate Provisions shall override and control any conflicting term or condition of this Agreement. All non-conflicting terms and conditions of this Agreement remain in full force and effect.

j. If practicable and feasible, written notices to report the use or disclosure of PHI as required under this Agreement, or questions regarding the handling of PHI, shall be made by secure email to comply with timeliness requirements, followed by a hard copy notice by U.S. mail or overnight delivery service. All notices should be addressed as follows:

If to Covered Entity: Barbara Canales  
County Judge  
901 Leopard Rm 303  
Corpus Christi, TX 78401  
Barbara.canales@nuecesco.com

If to Business Associate: Otto Campo, CEO  
Armor Correctional Health Services, Inc.  
4960 SW 72 Avenue, Suite 400  
Miami, FL 33155  
ocampo@armorcorrectional.com

k. The requirements of the HITECH Act do not preempt more stringent requirements of the Centers for Medicare & Medicaid Services ("CMS") applicable to Medicare Parts C and D. In the event Business Associate becomes aware of a "security incident" that presents a threat to the integrity or security of CMS data on any data system Business Associate controls or accesses which houses CMS data, Business Associate is required to report to Covered Entity as soon as possible. For purposes of this section, the definition of "security incident" is: the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with system operations in an information system. Security incident also means the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

l. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent under Business Associate's control.

m. In any case in which Business Associate's improper use or disclosure of PHI subject to the Agreement or the occurrence of a security breach or other event while such PHI is in Business Associate's (or any of its Subcontractors') possession or control subjects Covered Entity to an obligation to provide breach notification to affected individuals under state or federal law, Business Associate shall be solely responsible for any and all costs incurred by Covered Entity in satisfying the breach notification requirements or other related provisions of state or federal law.

n. The terms "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement" and "Standard" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this Agreement, Covered Entity's Protected Health Information encompasses Covered Entity's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

#### 4. Termination.

(a) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity may (i) provide an opportunity for Business Associate to cure the breach and then terminate this Agreement and the then-existing business relationship with Covered Entity if Business Associate does not cure the breach to Covered Entity's satisfaction within the time specified by Covered Entity, or (ii) immediately terminate this Agreement and the then-existing business relationship with Covered Entity

(b) Effect of Termination of Agreement for Any Reason. Business Associate shall extend the protections of this Agreement to any PHI retained after termination of this Agreement and shall limit further uses and disclosures of such PHI to those allowable by law.

5. Indemnification. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent (each an "Covered Entity Indemnified") from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, or person under Business Associate's control. If a Covered Entity Indemnified is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, or person under control of, Business Associate, Covered Entity will have the option at any time to either (i) tender the defense of such Covered Entity Indemnified to Business Associate, in which case Business Associate will provide qualified attorneys, consultants and other appropriate professionals to represent Covered Entity Indemnified's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys and other professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys and appropriate professionals. Covered Entity will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate.

6. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) means the section then in effect or as amended.

(b) Amendment. The Parties agree that if Applicable Privacy and Security Law changes, this Agreement shall be deemed to incorporate such changes as necessary in order for Covered Entity to operate in compliance with the amended or modified requirements of Applicable Privacy and Security Law.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Privacy and Security Law.

(d) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities.

**IN WITNESS WHEREOF**, the parties hereto have caused this Business Associate Agreement to be effective as of the last date written below.

**COVERED ENTITY:  
COUNTY OF NUECES, TEXAS**

**BUSINESS ASSOCIATE:  
ARMOR CORRECTIONAL CARE SERVICES,  
INC.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**NUECES COUNTY HOSPITAL DISTRICT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

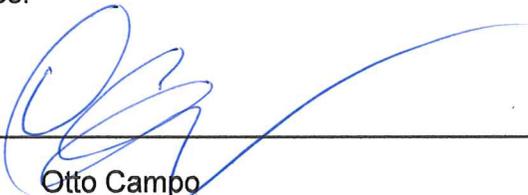
\_\_\_\_\_  
DATE



**DEBARMENT STATEMENT:**

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  \_\_\_\_\_ (Signature)  
    Otto Campo     \_\_\_\_\_ Printed Name & Title  
    Armor Correctional Health Services, Inc.     \_\_\_\_\_ Company  
    4960 SW 72nd Ave., Suite 400, Miami, FL 33155     \_\_\_\_\_ Business Address  
    August 18, 2020     \_\_\_\_\_ Date

Project Number/Name or type of services to be provide: Medical Services for the  
Nueces County Jail and Juvenile Justice Center. RFP No. 3137-20.

NUECES COUNTY  
HOUSE BILL 89 VERIFICATION

I, Otto Campo (Person name), the undersigned  
representative of (Company or Business name) Armor Correctional Health Services, Inc.  
Armor Correctional Health Services, Inc. (hereafter referred  
to as company) being an adult over the age of eighteen (18) years of age, do hereby  
verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

08/18/2020

DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

THE AFFILIATION AGREEMENTS ARE UNDER LEGAL REVIEW BY THE VARIOUS PROVIDERS AND WILL BE DISTRIBUTED PRIOR TO THE BOARD MEETING.

CONTRACT AMENDMENT NO. 2

NUECES COUNTY, NUECES COUNTY HOSPITAL DISTRICT  
AND THOMAS L. GRAHAM

**WHEREAS**, the County of Nueces, Nueces County Hospital District and Thomas L. Graham (Contractor herein) entered into a Contract on March 11, 2020 for personal services described as “a communications plan to assess the communications, public education, and engagement needs of the community and identify and implement steps to address through public education, public health care issues and available services for mental health issues, opioid addiction issues, COVID-19 (coronavirus) issues and other health care concerns within Nueces County.” The original term of the Contract is designated as February 17, 2020 to October 31, 2020.

**WHEREAS**, on April 13, 2020, the parties amended the Contract by a Letter Agreement. The services to be provided by the Contractor were amended to add services for an upgrade to the current NCHD website to improve presentation, usability, Nueces Aid Program application processing and provision of information to stakeholders and the public.” The Letter Agreement also provided additional fees in the amount of \$39,000 for the additional services.

**WHEREAS**, the parties now want to extend the term of the Agreement;

**NOW THEREFORE**, Nueces County, Nueces County Hospital District and Thomas L. Graham in consideration of the mutual agreements contained in the original contract, Contract amendment of April 13, 2020 – Letter Agreement and additional time provided pursuant to this amendment do hereby mutually agree:

1. To strike the first sentence in Article 3 in the original Contract describing the term of the agreement as February 17, 2020 to October 31, 2020 and replace it with the following:

*Term of this Agreement shall be from February 17, 2020 to January 31, 2021.*

2. To strike the date of June/July in Attachment C-1: Fee Schedule of the Contract Amendment of April 13, 2020 – Letter Agreement and replace with the following:

<i>Deliverable</i>	<i>Date</i>	
<i>Develop &amp; Upgrade NCHD Website</i>	<i>January 31, 2020</i>	<i>\$20,000</i>

3. All other provisions of original contract and the Contract amendment of April 13, 2020 shall remain the same. This amendment does not provide for any changes/ amendments to the services or monies paid to the Contractor or any other provisions of the parties agreements already in effect.

**IN WITNESS WHEREOF**, Nueces County, Nueces County Hospital District and Thomas L. Graham executed these presents in triplicate.

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Barbara Canales  
Nueces County Judge

BY: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

THOMAS L. GRAHAM



BY: \_\_\_\_\_  
County Clerk

BY: \_\_\_\_\_  
Thomas L. Graham

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_ 10/30/2020 \_\_\_\_\_

**From:** [John Martinez](#)  
**To:** [Jonny F. Hipp \(NCHD\)](#); [Belinda Flores \(floresb3@uthscsa.edu\)](#); [Daniel Dain \(daniel.dain@dwdpizza.com\)](#); [John E. Valls \(jevalls@gmail.com\)](#); [John E. Valls \(jvalls@aol.com\)](#); [Mariana Garza \(mgarza@hdr-law.com\)](#); [Sylvia Tryon Oliver \(tryonoliv@gmail.com\)](#); [Vishnu V. Reddy \(vreddy@advinity.com\)](#)  
**Subject:** Resignation as Board Chairman  
**Date:** Sunday, November 8, 2020 4:55:49 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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**CAUTION: This email originated from outside the NCHD network. DO NOT OPEN LINKS or ATTACHMENTS in this email unless you recognize the sender and know the content is safe.**



Dr. Hipp, it has been my pleasure to serve as Chairman for the Nueces County Hospital District over the past year. We have faced many challenges and have risen to the occasion every time. As you know, I was recently elected to the Corpus Christi City Council. This new position does not allow me to continue to serve as a member of the Hospital District Board. I will always look fondly at my time with this Board. Every board member shares the commitment to our community and truly cares about our citizens. I know that I leave with the Hospital District in good hands. I will truly miss you all. It is my intent to vacate my position after our regular meeting in December. I would like to vacate my position as Board Chairman immediately, putting the election of a new Chair on our next agenda. I hope this will ease the transition and allow me to assist the new Chair as needed before I leave. It has been an honor serving.

**JOHN B. MARTINEZ**  
**Managing Partner**



**Hilliard Martinez Gonzales LLP**

719 S. Shoreline  
Corpus Christi, Tx. 78401

**T:** [361.882.1612](tel:361.882.1612)

**F:** [361.882.3015](tel:361.882.3015)

[john@hmglawfirm.com](mailto:john@hmglawfirm.com)





American Board  
of Trial Advocates

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**RENEWAL  
Of  
Quality Assessment, Utilization Review and Coding Review  
Services Agreement  
January 1, 2021 – December 31, 2022**

**Effective January 1, 2021**, and upon the signature of the duly authorized officers of both parties, the Quality Assessment, Utilization Review and Coding Review Services Agreement signed March 30, 2001 between Nueces County Hospital District (NCHD) and TMF Health Quality Institute (TMF), inclusive of its **Revised Amendment 5** is hereby **renewed** for an additional two (2) year period. The renewal term shall be effective at 12:00 a.m., on **January 1, 2021** and unless otherwise terminated pursuant to Section 3 of the Agreement, it shall terminate at 11:59 p.m. on **December 31, 2022**.

IN WITNESS WHEREOF, the parties hereby execute this renewal to the Quality Assessment Utilization Review and Coding Review Services Agreement.

**NUECES COUNTY HOSPITAL DISTRICT**

**TMF HEALTH QUALITY INSTITUTE**

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

By: Thomas J. Manley  
Thomas J. Manley  
President, Chief Executive Officer

Date: 11/4/20

Date: 11/12/2020



# **STATEMENT OF WORK (SOW)**

**Contract DIR-TSO-4062**

**Accenture, LLP**

**Nueces County Hospital District – COVID-19  
Health Equity  
(Social Determinants of Health)**

**Miscellaneous as a Service:**

**Cloud Operations**

**Nueces County Hospital District**

**October 21, 2020**

**Contact:**

Rob Cohan  
Managing Director  
Accenture, LLP  
319 Congress Ave, Suite 200  
Austin, TX 78701  
+1-512-680-0560  
robert.cohan@accenture.com

## 1. Introduction

In addition to managing the public health priorities of the COVID-19 pandemic that are rapidly spreading across their communities and overwhelming already stressed health care systems, local government and public officials now have the additional responsibility, opportunity, and obligation to provide COVID-19 testing services, contact tracing, case management, virtual/telehealth capabilities, data science and analytics, public communications, digital portals and other Program services to help care for the people in their region. The Federal government continues to distribute and provide hundreds of millions in COVID-19 funding for both new and existing COVID-19 programs so governments can quickly provide capabilities. Nueces County Hospital District continues to support pressing public health needs, while also planning for the short- and long-term impacts for surging COVID-19 cases. Nueces County Hospital District does so in tandem and in support of Nueces County, and its efforts to effectively address the COVID-19 pandemic, identify social determinants of health, and identify opportunities for health equity in the County.

The disproportionate negative impact of the COVID-19 crisis on vulnerable populations has reinforced the need for community health leaders to re-double efforts to meaningfully understand and address the social determinants of health and health equity. While most health organizations recognize the impact that social disparities have on people's need for health care and their abilities to access it, many are challenged with an ability to apply tactical solutions that address social health factors in a meaningful (and measurable) way. Nueces County Hospital District would like to provide insightful data and informed solutions that demonstrably address social disparities and identify health equity opportunities concerning residents of the County.

Accenture will work with key community stakeholders; Nueces County Hospital District and its designees, including Nueces County, City of Corpus Christi/Nueces County Public Health District; and Texas Health Institute to operationalize online, near real-time geographical and population-based data dashboards that utilize and leverage Accenture social determinants of health data sets within Accenture's cloud-based Control Tower service.. Accenture's cloud service is unique in the industry and was developed explicitly in response to the worldwide need for data for managing response to the pandemic and providing underlying social determinants of health information. Accenture will operationalize specific COVID-19 related data, as well as social determinants of health data elements of the Control Tower by incorporating mutually-agreed data sets provided by Accenture, the Nueces County Hospital District, and its designees. Insights derived from the ingestion of data will be provided to a third-party health equity firm identified by the Hospital District to contextualize relevant data insights and to help better understand relevant community health factors. This will not only build capabilities to address gaps in health equity, but it will also help put Nueces County on a path toward long-term resilience for future public health and community use cases. These data insights illuminate social health factors at the micro and macroeconomic scale, which is critical to operationalizing an analytics-ready data set primed for insight on the county's health equity priorities. Working with Nueces County Hospital District and its

designees on this effort will help to identify, operationalize and monitor key measures and benchmarks for community health equity and COVID-19 resilience (e.g., employment, health insurance, food security, housing stability), as well as provide insights into racial and social equity impacts.

## 2. Scope of Services

Accenture represents that this Scope of Services is pursuant to and in accordance with DIR-TSO-4062. Accenture will provide access to its cloud-based Control Tower database and shall operationalize a near real-time data dashboard (Control Tower SDoH Dashboard) that includes public and external data sets to provide data specific to Nueces County that, at a minimum, specifies demographic characteristics, leading causes of death, key population health attributes, healthcare spend, access to healthcare, healthcare systems, social and economic environments, public health and prevention, and physical environments. The Control Tower database will ingest and distill social media, machine data and other forms of unstructured data to provide additional insight. This Control Tower SDoH Dashboard will be accessible by Nueces County Hospital District, its designees, and the to-be-identified third-party health equity firm for the duration of this Agreement and thereafter on terms and conditions to be agreed by Accenture and Nueces County Hospital District. The number of users of the Control Tower SDoH Dashboard is at the sole discretion of Nueces County Hospital District. Nueces County Hospital District and its designees, may retain any data provided on and insights derived from the use of the Control Tower SDoH Dashboard.

### *SDoH Support Advisory Services*

- Advise on social determinants of health-related trends, best practices, lessons learned, funding, technology, procurement, process, and governance support. Coordinate as needed with any third party that the Nueces County Hospital District may engage with for additional data synthesis purposes.

Unless otherwise agreed to in writing by the parties, the above describes the complete Scope of Services for this SOW.

### *Out of Scope*

- **Third-party Data (Non-Public Data) Synthesis & Recommendations.** Social media, machine data, and other forms of unstructured data will not be considered third party data for purposes of this paragraph.

## 3. Assumptions

The following are the key assumptions and principles upon which Accenture's Scope of Services ("Services") and pricing are based:

- Accenture will perform all Services on a remote basis (online) and will attend meetings by telephone or video conference.

- The Accenture Team will perform Advisory Services during Nueces County Hospital District's and its designee's regular business hours unless otherwise requested.
- Nueces County Hospital District, through its designees, shall make timely decisions on recommendations made by Accenture regarding data that would appear on the Control Tower SDoH Dashboard.
- Nueces County Hospital District will obtain, at no cost to Accenture, consents for Accenture's use of any third-party products provided by the Nueces County Hospital District or its designees to Accenture which may be necessary for Accenture to implement Control Tower SDoH Dashboard.
- Nueces County Hospital District shall facilitate coordination between Accenture and any third-party providers engaged by the Hospital District to further the objectives of this Scope of Services.
- Accenture shall have no access to personal data held by Nueces County Hospital District or its designees.
- Accenture and its personnel do not provide and will not be required to provide any legal, regulatory, audit, medical, insurance or tax advice.
- Except as otherwise set out by applicable law or funding source requirements, by its performance of these Services, Accenture shall not be precluded from performing any related or follow-on services for the Nueces County Hospital District either as a prime contractor or a subcontractor to another vendor.
- If any of Nueces County Hospital District's responsibilities, including those performed through its designee, are not performed or prove to be incorrect, it may cause changes to the Project schedule, fees and expenses, scope, level of effort required, or otherwise impact Accenture's performance of the Services described in this SOW. In such case, Accenture shall have no liability with respect to its inability to perform the Services resulting therefrom. Nueces County Hospital District may grant Accenture by written agreement, additional time necessary, as is mutually determined reasonable, to provide the Services or the relevant Deliverables, and shall agree to pay Accenture documented additional fees for the additional effort and expenses. Written agreement granting the additional time to provide the Services or Deliverables, will be provided to Accenture by Nueces County prior to Accenture continuing work.
- Unrelated to this SOW or to Accenture, except as noted in Section 4 below, Nueces County Hospital District and Accenture acknowledge that other third-party vendors, such as Texas Health Institute (THI) may supply big data into the Cloud Tower service and provide their health equity expertise to complement, analyze, and contextualize these data in community factors and realities to advance immediate response, and help set Nueces County on a path toward long-term resilience. In doing so, they help identify and monitor key measures and benchmarks of community resilience (e.g., employment, health insurance, food security, housing stability) from a racial and social equity lens as well as critical community policies, programs and resources (or lack thereof).
- Nueces County Hospital District is able to secure/provide necessary data sets from any third party, including the Public Health District. Should Nueces County Hospital District be unable to secure any such necessary data, including entering into any necessary third-party

agreement, Nueces County Hospital District may terminate this agreement without penalty. Any payment will be limited to work performed through termination date.

#### 4. Service Operationalization:

##### 4.1. Monthly Access to Executive Control Tower Database

Accenture will operationalize Nueces County Hospital District's access to the Control Tower database, which will include:

- Nueces County Hospital District may provide access for the database to its designees
- COVID-19 and social determinants of health data points that are specific to Nueces County
- Dashboard will be configured using Tableau
- Control Tower data will be provided to Nueces County Hospital District and other Nueces County Hospital District-selected partners to analyze Nueces County data and to provide recommendations

#### 5. Team Structure

Services shall be provided by the following Accenture Team members:

- Michael Petersen, MD – Principal Director, NA Health Equity Lead
- Sai.K.Balusu – Extract, Transform, Load (ETL) Scientist

## 6. Project Fees and Expenses

The pricing for the Services described herein is below. Accenture will invoice the Nueces County Hospital District in accordance with the invoicing schedule below.

Service Reference	Service Description	Date	MSRP	10% Discount Applied	Total Price
1	Control Tower, local data, dashboard, management & advisory services	1 Month After Contract Signature	\$70,833.33	\$7,083.33	\$63,750
2	Control Tower, local data, dashboard, management & advisory services	2 Months After Contract Signature	\$70,833.33	\$7,083.33	\$63,750
3	Control Tower, local data, dashboard, management & advisory services	3 Months After Contract Signature	\$70,833.33	\$7,083.33	\$63,750
4	Control Tower, local data, dashboard, management & advisory services	4 Months After Contract Signature	\$70,833.33	\$7,083.33	\$63,750

## 7. Period of Performance

The contract term and period of performance for the Social Determinants of Health Control Tower Services in this SoW will be for four (4) months upon Contract signature. This service can be cancelled by providing Accenture 15 days notice in advance of desired termination date. This contract is being entered into pursuant to the terms and conditions of the State of Texas Department of Information Resources Cloud Services Contract located here: <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4062&keyword=accenture>.

[Signatures are on the following page]

**In Concurrence with the Terms Above:**



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

**Accepted and Agreed:**



Accenture LLP  
Rob Cohan  
Managing Director



Nueces County Hospital District  
Jonny Hipp  
Nueces County Hospital District Administrator/CEO

10/23/20



**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.

A handwritten signature in blue ink, appearing to read 'MTP'.

**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
<b>Total</b>		<b>\$118,127</b>

*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.



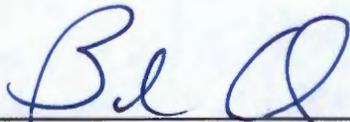
**XIV. Entire Agreement**

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.

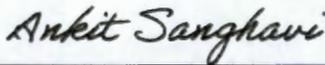
**In Concurrence with the Terms Above:**

  
\_\_\_\_\_

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

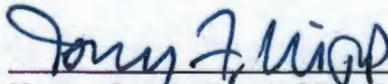
Date: 10/27/20

**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