

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, December 15, 2020 at 12:00 PM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS:

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

4. PUBLIC COMMENT - Persons attending in-person and 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. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. 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** - The 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 meeting minutes:
 - 1. November 19, 2020 Regular Meeting. 7

- B. Receive listing of new vendors as of December 10, 2020; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 18

- C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date: 19
 - 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*)

- D. Receive reports relating to Nueces Aid Program enrollment for month-ended November 30, 2020. (*Finance Committee*) 20

- 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 November 30, 2020. (*Finance Committee*) 26

- 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. 27

(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 November 30, 2020. *(Finance Committee)* 28

H. Receive monthly statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund (LPPF) for the month-ended November 30, 2020; LPPF collections, deposits, and withdrawals pursuant to September 29, 2020 Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C. *(Finance Committee)* 32

I. 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)* 33

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)*

J. Adopt Board of Managers Order granting professional services exemption from the competitive purchasing requirements of Texas Local Government Code, §262.023 for acquisition of support, resources, and training to assist law enforcement agencies in creating non-arrest pathways to addiction treatment and recovery from the Police Assisted Addiction and Recovery Initiative (PAARI); exemption authorized by Local Government Code, §262.024(a)(4). 35

K. Adopt Board of Managers Order granting professional services exemption from the competitive purchasing requirements of Texas Local Government Code, §262.023 for acquisition of pharmacy benefit administrative services from Script Care, Inc; exemption authorized by Local Government Code, §262.024(a)(4). 39

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 the month and fiscal year-to-date period ended November 30, 2020. *(ACTION)* 43
- B. Legislative Committee:**
1. Discuss and consider adoption of legislative agenda for 87th Texas Legislative Session. *(ACTION)* 50
- C. COVID-19 Pandemic:**
1. Discuss and consider approval of terms for Letter of Agreement relating to establishment of a COVID-19-related Alternate Care Site for subacute inpatient hospital surge capacity in Nueces County at CHRISTUS Spohn Hospital Corpus Christi - Shoreline located at 600 Elizabeth Street, Corpus Christi, Texas; and authorize Administrator to prepare and execute Letter of Agreement. *(ACTION)* 51
 2. Authorize the Administrator to obtain a hospital beds needs assessment or statement or declaration supporting establishment of a COVID-19-related Alternate Care Site for subacute inpatient hospital surge capacity in Nueces County. *(ACTION)*
- D. Community Mental Health Initiatives:**
1. Approve Professional Services Agreement with the Police Assisted Addiction and Recovery Initiative (PAARI) relating to support, resources, and training to assist law enforcement agencies in creating non-arrest pathways to addiction treatment and recovery; Agreement term February 1, 2021 - January 31, 2022; and authorize Administrator to execute Agreement. *(ACTION)* 52
 2. Receive and discuss Nueces County job description for Director of Mental Health Programs position to be fully funded and co-supervised by Hospital District. *(INFORMATION)* 56
- E. 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 execution of Coronavirus Aid, Relief, and Economic Security (CARES) Act-related Interlocal Cooperation Agreement between Nueces County and Nueces County Hospital District to facilitate Coronavirus Relief Fund payment distributions. *(ACTION)* 61

b. Ratify execution of Coronavirus Aid, Relief, and Economic Security (CARES) Act-related Interlocal Cooperation Supplemental Agreement No. 1 between Nueces County and Nueces County Hospital District to facilitate Coronavirus Relief Fund payment distributions. **(ACTION)** 72

c. Ratify submission of a Request for Public Assistance to the Department of Homeland Security, Federal Emergency Management Agency to facilitate recovery of COVID-19-related expenses incurred by the Hospital District, including Alternate Care Site expenses. **(ACTION)** 73

F. Board of Managers Business:

1. Board Chairman to consider appointing Chair and/or member(s) to Board Finance Committee for remainder of Fiscal Year 2021 term; appointments pursuant to Board of Managers Bylaws, §2.5A. **(ACTION)**

2. Discuss and consider creation of a Special Mental Health Services Committee; creation of special committees pursuant to Board of Managers Bylaws, §2.5. **(ACTION)**

3. Board Chairman to appoint Chair and members to Special Mental Health Services Committee for remainder of Fiscal Year 2021 term; appointments pursuant to Board of Managers Bylaws, §2.5. **(ACTION)**

4. Discuss and consider rescheduling January 19, 2021 Board of Managers and Board Committee meetings to later date due to Administrator's scheduling conflict. **(ACTION)**

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: January 19, 2021 at 11:00 AM, or as otherwise arranged; meeting in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: January 19, 2021 at 12 Noon, or as otherwise arranged; meeting 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 establishment of COVID-19-related Alternate Care Site at CHRISTUS Spohn Hospital Corpus Christi - Shoreline and associated 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
NOVEMBER 19, 2020**

The Nueces County Hospital District Board of Managers will hold a regular meeting via teleconference on Thursday 19, 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
Carmina Hernandez Moreno	Administrative Assistant
Linda Espericueta	Database Administrator

OTHERS PRESENT:

Jim Ragan	Atty
Mark Hendrix	MHID – via Zoom
Gary Eiland	Consultant – via Zoom
Chris Bird	Ph. D. Assoc. Professor @ TX A&MCC – via Zoom
Paul Thurman	Commissioner’s Asst. – via Zoom
Andrea Kovarik	MHID – via Zoom
Kristyn Crow	CC Caller Times – via Zoom
Michele Mora- Trevino	Christus Spohn – via Zoom
Robin Daniel	Addelanto Healthcare Ventures – via Zoom
V. Camarillo	CC Caller Times – via Zoom
10777221227	Atty – via Zoom

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS:

 Y__ John B. Martinez, J.D., Chairman
 Y__ Sylvia Tryon Oliver, Vice-Chairman

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 Y__ Belinda Flores, RN
 Y__ Vishnu V. Reddy, M.D.
 Y__ Daniel W. Dain
 X__ John E. Valls, M.B.A.
 Y__ 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 Martinez at 12:02 p.m.

B. Establish quorum – Mr. Martinez, Chairman
A quorum was present with six members in attendance.

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

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Chris Bird – Presentation

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.
- 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: Alice, Beeville, and Kleberg (Consolidated Report);
 - 2. Corpus Christi Medical Center; and
 - 3. Driscoll Children's Hospital.
- 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;

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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
 - 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*)

Motion by Ms. Oliver and seconded by Ms. Flores.

MOTION CARRIED.

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:

MINUTES
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A. **Finance Committee:**

1. Receive and approve unaudited financial statements for fiscal year-ended September 30, 2020. *(ACTION)*

Motion by Ms. Flores and seconded by Ms. Oliver.
MOTION CARRIED.

2. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended October 31, 2020. *(ACTION)*

Motion by Ms. Oliver and seconded by Mr. Dain.
MOTION CARRIED.

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)*

Motion by Ms. Flores and seconded by Ms. Oliver.
MOTION CARRIED.

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)*

Motion by Ms. Flores and seconded by Dr. Reddy.
MOTION CARRIED.

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)*

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Motion by Ms. Oliver and seconded by Dr. Reddy to Table Item B. (3). MOTION CARRIED.

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*)

Presentation updated by Dr. Bird.

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*)

Motion by Ms. Flores and seconded by Dr. Reddy. MOTION CARRIED.

D. Legislative Committee:

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

Motion by Ms. Oliver and seconded by Dr. Reddy to Table Item D. (1) Committee did not meet. MOTION CARRIED.

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*)

Motion by Ms. Oliver and seconded by Mr. Dain. MOTION CARRIED.

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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*)

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

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*)

**Motion by Ms. Oliver and seconded by Ms. Flores.
MOTION CARRIED.**

H. Board of Managers Business:

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

Mr. Martinez pulled Item H. (1) requesting to be the last Item of the meeting.

Nominations for Chairman as follows:

**Ms. Oliver nominated herself and voted for herself.
Ms. Flores, nominated Mr. Dain and votes for Mr. Dain
went as follow: Mr. Martinez, Dr. Reddy, Mr. Valls,
Ms. Garza and Ms. Flores voted for Mr. Dain.**

Total votes as follow: Ms. Oliver -1

**Mr. Dain -5 . As called by Mr. Martinez, Chairman,
Mr. Dain will be the next Chairman Dec 2020 –
Sept 2021.**

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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)**

**Motion by Ms. Flores and seconded by Mr. Dain.
MOTION CARRIED.**

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)**

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)**

Mr. John Valls joined the meeting at 1:00 p.m. via Zoom.

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NOVEMBER 19, 2020**

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:

Mr. Martinez called for a close session at 1:01 p.m.

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.

Mr. Martinez called for open session at 1:32 p.m.

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

No action taken.

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11. ADJOURN

**Motion to adjourn by Appointed Chairman, Mr. Dain.
Motion by Ms. Flores and seconded by Ms. Oliver.
Meeting adjourned at 1:40.**

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
NOVEMBER 19, 2020**

PRESIDING OFFICER

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

ATTEST:

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

Wm Dewitt Alsup General Counsel
Nueces County Hospital District

**Nueces County Hospital District
Vendor Information List - Additional Vendors-Conflict of Interest Disclosure**

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
2033	Courier Specialties	4934 Everhart	Corpus Christi	TX	78411
2034	Texas Health Institute	9111 Jollyville Road, Suite 280	Austin	TX	78759
2035	Armor Correctional Health Services, Inc.	4960 SW 72nd Ave, Suite 400	Miami	FL	33155

Nueces County Hospital District
 County Health Care Department Expenditures
 Cash Disbursements Relating to
 Fiscal Year 2021

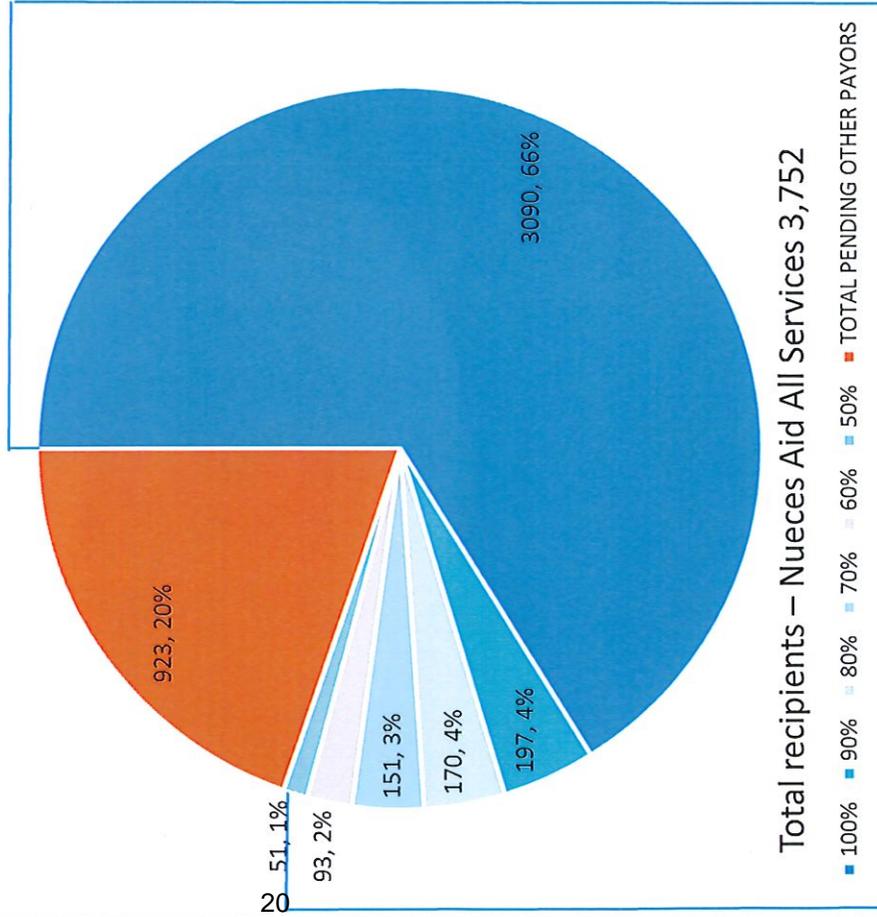
	Fiscal 2021												Balance			
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		YTD		
Intergovernmental Transfers																
Health Dept - County - IGT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,208,100.00	1,208,100.00
County Healthcare Services																
Health Dept - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	693,200.00	693,200.00
Emergency Medical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00
NC MHID - Fund Matching	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	969,129.00	969,129.00
NC MHID - Jail Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,200,000.00	4,200,000.00
Mental Healthcare Service	0.00	0.00	24,688.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,688.00	0.00	556,801.00	532,113.00
Juvenile Center - Lab	0.00	650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650.00	0.00	407,000.00	
Juvenile Center - Doctors	2,743.33	16,938.67	370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,072.00	0.00		
Juvenile Center - Pharmacy	1,665.89	336.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,002.15	0.00		
Juvenile Center - Other	575.30	270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	843.30	0.00		
Subtotal	4,982.52	18,214.93	370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,567.45	0.00	407,000.00	383,432.55
Nueces County Jail Services	292,040.53	292,040.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	584,080.66	0.00	5,250,800.00	4,666,719.34
County																
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00	60,000.00
Diabetes Program - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
County Public Health Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170,000.00	170,000.00
Alternate Care Site Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000,000.00	3,000,000.00
Professional Fees																
Legal/Consulting/Engineering	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00	120,000.00	116,000.00
Totals	501,022.85	310,255.26	25,058.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	656,336.11	0.00	17,235,030.00	16,598,693.89

November 2020

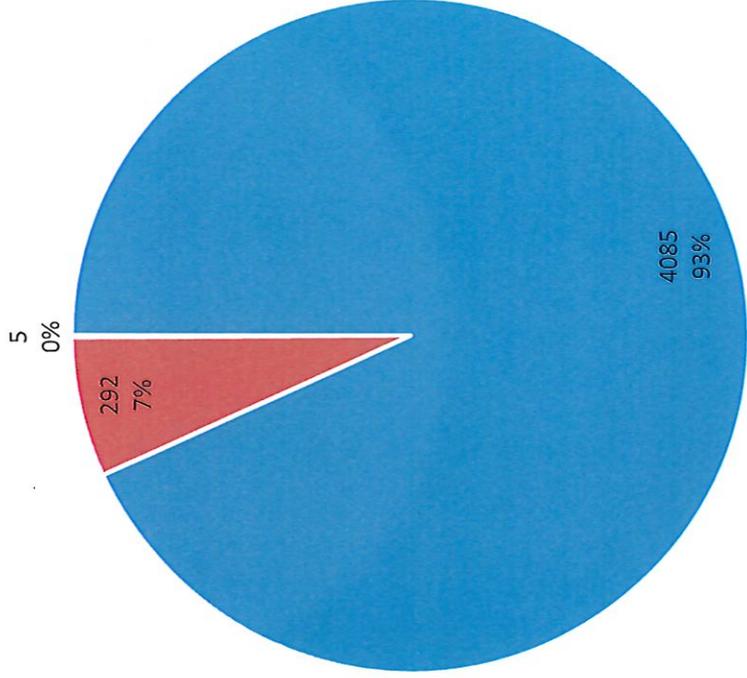
Nueces Aid Program Enrollment

Total Enrolled
4,675

Total Households
4,382



Total recipients – Nueces Aid All Services 3,752



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

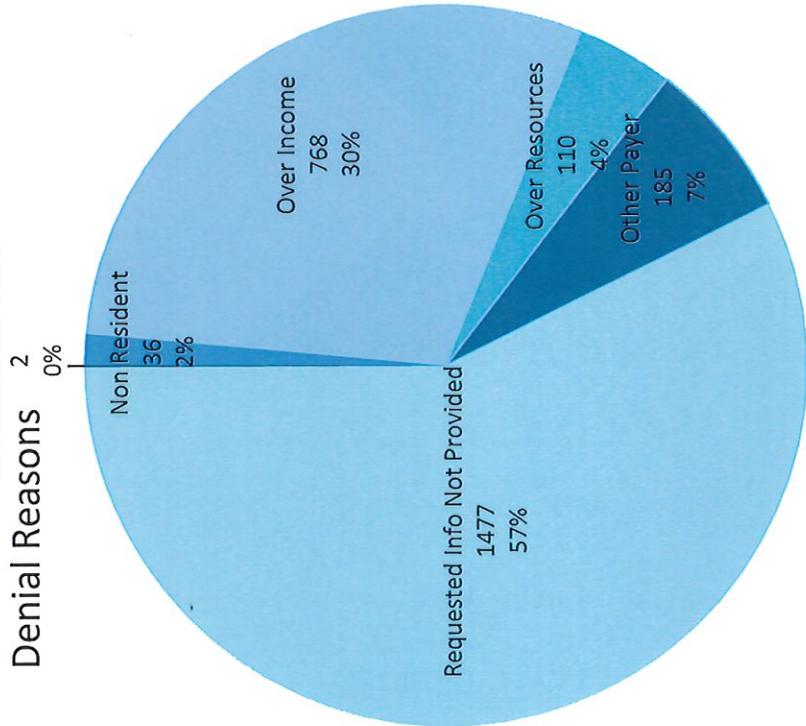
**Nueces Aid Program
Enrollment Summary Calendar Year 2020**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020 Average	Comments
PENDING OTHER PAYORS														
TANF	107	107	95	79	90	87	82	74	50	60	57		81	
%	8.4%	8.6%	7.8%	6.9%	7.6%	7.3%	7.9%	7.6%	5.8%	6.7%	6.2%		7.5%	
SSI-SSID	745	728	730	692	704	650	631	641	594	601	613		666	
%	58.8%	58.6%	59.9%	60.6%	59.3%	58.8%	60.5%	66.2%	69.0%	66.9%	66.4%		61.8%	These individuals are eligible for NCHD assistance if
Other Payor	416	408	393	370	393	369	330	253	217	238	253		331	331 denied assistance by other
%	32.8%	32.8%	32.3%	32.4%	33.1%	33.4%	31.6%	26.1%	25.2%	26.5%	27.4%		30.7%	payer.
TOTAL PENDING OTHER PAYORS	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899	923		1,078	
%	20.3%	20.1%	19.9%	19.4%	18.8%	19.1%	19.9%	20.9%	20.9%	20.0%	19.7%		19.9%	
HOUSEHOLDS BY SIZE														
1 Member Household	5,427	5,403	5,337	5,107	5,505	5,087	4,619	4,026	3,587	3,916	4,085		4,736	The percentage for each size
%	92.9%	93.1%	93.1%	93.0%	93.1%	93.4%	93.6%	93.0%	93.0%	93.0%	93.2%		93.1%	household is calculated by
2 Member Household	393	388	381	371	396	347	302	294	263	288	292		338	dividing the number of each
%	6.7%	6.7%	6.6%	6.8%	6.7%	6.4%	6.1%	6.8%	6.8%	6.8%	6.7%		6.6%	member household by the
>=3 Member Household	20	14	14	15	15	15	12	9	6	7	5		12	total number of households.
%	0.3%	0.2%	0.2%	0.3%	0.3%	0.3%	0.2%	0.2%	0.2%	0.2%	0.1%		0.2%	
TOTAL HOUSEHOLDS	5,840	5,805	5,732	5,493	5,916	5,449	4,933	4,329	3,856	4,211	4,382		5,086	

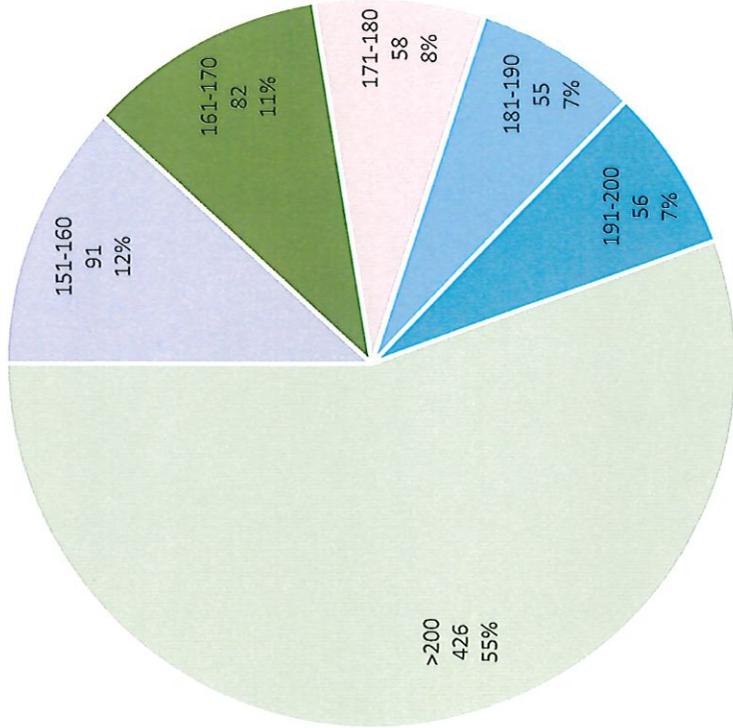
NUECES AID DENIALS

Calendar Year 2020
January-November

Denial Reasons



Comparison of Over Income Case
to 2020 HHS Poverty Guidelines



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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020	Comments
TOTAL APPLICATIONS	1,320	1,037	1,374	1,391	1,256	813	955	1,086	1,040	1,000	765		12,037	
- 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%	437 57.1%		9,459 78.6%	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%	328 42.9%		2,578 21.4%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
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%	285 65.2%		6,475 68.5%	
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%	14 3.2%		373 3.9%	
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%	13 3.0%		381 4.0%	
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%	19 4.3%		316 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%	12 2.7%		210 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%	9 2.1%		191 2.0%	
TOTAL	945	720	971	1,068	920	514	578	743	600	535	352		7,946	
%	83.5%	84.5%	83.5%	84.8%	84.6%	86.4%	81.8%	84.6%	84.6%	83.7%	80.5%		84.0%	
HOUSEHOLDS BY SIZE - APPROVED														
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%	397 95.0%		8,191 92.8%	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%	20 4.8%		621 7.0%	
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%	1 0.2%		19 0.2%	Households pending other payors are not included.
TOTAL HOUSEHOLDS APPROVED	1,060	797	1,084	1,171	1,025	552	654	800	672	598	418		8,831	

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020	Comments
NCHD DENIALS - Reasons for Denials														
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%	1 0.3%	1 0.3%	36 1.4%	The percentage for each denial reason is calculated by dividing the number of
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%	62 18.9%	62 18.9%	768 29.8%	individuals for each reason by the total number of individuals denied.
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%	4 1.2%	4 1.2%	110 4.3%	
Other Payor %	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%	13 4.0%	13 4.0%	185 7.2%	
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%	248 75.6%	248 75.6%	1477 57.3%	
Undocumented Aliens %	1 0.5%	0 0.0%	0 0.3%	1 0.3%	0 0.0%	2 0.1%	Note: UA code eff 08/01/01							
TOTAL DENIALS	188	185	211	132	168	218	248	208	331	361	328		2,578	
HOUSEHOLDS BY SIZE - DENIED														
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%	252 86.6%	252 86.6%	1986 86.8%	The denial percentage for each size household is calculated by dividing the
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%	37 12.7%	37 12.7%	292 12.8%	number for each household size by the total number of denied households.
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%	2 0.7%	2 0.7%	10 0.4%	Households pending other payors are not included.
TOTAL HOUSEHOLDS DENIED	172	163	192	116	151	185	220	188	293	317	291		2,288	
PENDING APPLICATIONS														
Pending documentation	141	139	86	123	124	207	311	437	574	362	263		252	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	8		8	
SSI-SSID	84	52	73	78	67	41	70	80	61	50	50		50	
Other Payor	73	49	88	82	64	29	44	40	37	37	27		27	

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2020
As if Adjudicated January 1, 2020 through November 30, 2020**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	3,753	18,888,517	2,337,080	119,264	2,217,816
ASU	699	12,777,047	1,076,520	47,548	1,028,972
Clinic	14,765	8,620,992	2,411,175	138,174	2,273,001
Obs	188	5,598,062	1,134,644	60,581	1,074,063
OP	8,446	25,787,251	6,393,103	362,308	6,030,795
Subtotal	27,851	71,671,869	13,352,522	727,875	12,624,647
IP	681	54,855,805	6,910,770	407,565	6,503,205
SNF	-	-	-	-	-
RX	121,983	41,310,548	16,869,940	631,899	16,238,042
Physician	35,487	11,030,083	3,175,340	163,491	3,011,849
Total	186,002	178,868,305	40,308,572	1,930,830	38,377,743

NOTE:

The Revised and Restated Indigent Care Agreement was terminated effective September 30, 2012. After that date, the District no longer makes payment to CHRISTUS Spohn for providing health care services to the Nueces Aid Indigent population. Under the terms of the Membership Agreement amended and restated effective November 18, 2015, CHRISTUS Spohn has committed to continue to provide health care services to the Nueces Aid Indigent population and, and at the request of the District, continues to submit informational claims to the District to permit the District to monitor the volume of health care services furnished to the Nueces Aid Indigent population.

Nueces County Hospital District
 Spohn Corporate Member Revenue Analysis
 Fiscal Year 2021

Member Revenue % 2.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Week 1	1,624,588.95	139,564.97	139,591.37										1,903,745.29
Week 2	130,996.52	112,756.05											243,752.57
Week 3	132,319.80	166,248.28											298,568.08
Week 4	125,520.11	127,276.13											252,796.24
Week 5	125,380.74												125,380.74
Subtotal	2,138,806.12	545,845.43	139,591.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,824,242.92



Bank of America, N.A.
135 S. LaSalle Street, Suite 1840 Chicago, IL 60603

received
12/07/20

PAGE 1 OF 4

TEMP-RETURN SERVICE REQUESTED

MB 01 001403 96037 B 6 C

|||||
NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPPI
555 NORTH CARANCAHUA ST. SUITE 950
CORPUS CHRISTI TX 78401-0835

Account Number [REDACTED]
Statement Period 11/01/2020 through 11/30/2020
Account Title CHRISTUS SPOHN HEALTH SYSTEM CORP /
NUECES COUNTY HOSPITAL DISTRICT
CHRISTUS SPOHN / NUECES CNTY ESCROW

ADMINISTRATIVE OFFICER
13129923272

GCAS CLIENT SERVICE.
GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BAML.COM

ALTERNATE CONTACT
13129923272

CLIENT SERVICE.
GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BOFA.COM

28

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For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER [REDACTED] PORTFOLIO NAME
CHRISTUS SPOHN / NUECES CNTY ESCROW

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER PORTFOLIO NAME





CASH AND EQUIVALENTS

5,911,226.32	BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4	5,911,226.32	5,911,226.32	295.59
TOTAL CASH AND EQUIVALENTS		5,911,226.32	5,911,226.32	295.59

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	5,911,201.17
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	25.15	0.00
OTHER INCOME	0.00	0.00	0.00
RECEIPTS & DEPOSITS	0.00	0.00	0.00
SALES & DISPOSITIONS	0.00	0.00	0.00
INTRA ACCOUNT TRANSFERS	0.00	0.00	0.00
DISTRIBUTIONS & WITHDRAWALS	0.00	0.00	0.00
PURCHASES & ACQUISITIONS	0.00	-25.15	25.15
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	5,911,226.32

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE			5,911,201.17
11/02/20	INTEREST PAYMENT PAYABLE 11/01/20	0.00	0.00	
	BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4		25.15	

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TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
11/02/20	SWEEP PURCHASE 25.15 SHARES		-25.15	25.15
	TRADE 11/02/20 BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4			
	ENDING BALANCE	0.00	0.00	5,911,226.32

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01/DEC/2020 CA NUECES COUNTY HOSPITAL DISTRICT 11/01/2020 thru 11/30/2020





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P.O. Box 1315 Houston, Texas 77251 Member FDIC

FOR INFORMATION CALL
713-388-7800 OR 1-800-513-7678

STATEMENT ISSUED
11-30-2020

Page 1 of 2

00000982-TDFRST02003900039116-LETTER01_1OZ-000000 REG



NUECES COUNTY HOSPITAL DISTRICT
NUECES LPPF
555 N CARANCAHUA STE 950
CORPUS CHRISTI TX 78478

received
12/17/20

0

If your small business is experiencing a financial hardship related to illness or workplace closures due to COVID-19, please call your lender to discuss your payment options.

PUBLIC FUND CHECKING : ACCOUNT NO. [REDACTED]

BALANCE LAST STATEMENT	DEPOSITS		WITHDRAWALS		BALANCE THIS STATEMENT
	NO.	AMOUNT	NO.	AMOUNT	
.00	6	18,017,693.17	0	.00	18,017,693.17

DEPOSITS/CREDITS

DATE	AMOUNT	TRANSACTION	DESCRIPTION		
11-16	5,322,796.00	WIRE TRANSFER	FROST BANK	WIRE IN	01925
11-24	103,532.25	WIRE TRANSFER	FROST BANK	WIRE IN	01329
11-24	231,198.00	WIRE TRANSFER	FROST BANK	WIRE IN	01328
11-25	546,131.50	WIRE TRANSFER	FROST BANK	WIRE IN	05347
11-25	4,676,181.50	WIRE TRANSFER	FROST BANK	BOOK CDT	02056
11-30	7,137,824.25	WIRE TRANSFER	FROST BANK	WIRE IN	00128
11-30	29.67	INTEREST PAID			

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11-30	.00	11-24	5,657,526.25	11-30	18,017,693.17
11-30	5,322,796.00	11-25	10,879,839.25		

00000982-0001-0001-TDFRST02003900039116-LETTER01_1OZ-0000000001372

Necess County Hospital District
 Medicaid Payment Programs
 Intergovernmental Transfer Activity

IGT Date	Description	Total NCHD IGT				Spohn			Spohn Rural (Alice/Boe/Kiebert)			CCMC			Driscoll			
		DSRIP	UC	DSH	UHRIP	NAIP	DSRIP	UHRIP	UC	DSRIP	UHRIP	UC	DSRIP	UHRIP	UC	DSRIP	UHRIP	UC
10/05/2020	UC DY4 Withbid		245,815					47,167						135,159				
10/09/2020	DSH-2021 Adv Part 1			2,553,320														
10/13/2020	NAIP				1,604,250													
11/04/2020	DSH-2021 Adv Part 2			2,711,953														
11/06/2020	UHRIP-PY4 Part 3				8,802,410													
11/10/2020	NAIP					1,604,250												
12/10/2020	NAIP					1,604,250												
	Total YTD FY2021	0	245,815	5,265,273	8,802,410	4,812,751	0	3,455,393	47,167	0	8,738,812	135,159	0	0	0	0	0	0
	FY2012 to Date	311,434,458	367,969,183	1,653,894,226	54,435,041	81,738,800	41,069,807	14,452,031	142,583,135	98,028,945	46,854,449	102,432,459	252,526,463	0	15,561,911	0	0	0
	Combined Totals					981,471,708		198,104,973				247,315,852			268,088,374			15%

* Total Entity Payments subject to HHSC review and administrative fees.

Nueces County Hospital District
 Medicaid Payment Programs
 Intergovernmental Transfer Activity

IGT Date	Description	Total NCHD IGT		DeTar		Nueces County Public Health Dept		N. Bay/S Tx Surgical/Rehab/Perm		Total Receipts
		DSRIP	UC	UHRIP	UC	DSRIP	UHRIP	UHRIP	UHRIP	
10/05/2020	UC DY4 Withhold		179,605							428,141
10/09/2020	DSH-2021 Adv Part 1		816,807							2,533,320
10/13/2020	NAIP		513,200							1,604,250
11/04/2020	DSH-2021 Adv Part 2		867,554							2,711,953
11/06/2020	UHRIP-PY4 Part 3		9,533,589		2,648,948			323,657		23,969,200
11/10/2020	NAIP		513,200							1,604,250
12/10/2020	NAIP		513,200							1,604,250
										0
										0
	Total YTD FY2021		12,937,154		0		0	323,657		34,475,364
	FY2012 to Date		746,898,362		47,723,156		17,172,267	1,803,482		1,802,145,483
	Combined Totals				88,188,827		17,172,267	1,803,482		1,802,145,483
					5%		1%	0%		100%

* Total Entity Payments subject to FHSC review and administrative fees.



NUECES COUNTY HOSPITAL DISTRICT
Administrative Offices

555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401-0835

Phone: (361) 808-3300
Fax: (361) 808-3274

BOARD OF MANAGERS ORDER
DECEMBER 15, 2020

**AN ORDER GRANTING PROFESSIONAL SERVICES EXEMPTION FROM
COMPETITIVE PURCHASING REQUIREMENTS RELATING TO THE
ACQUISITION OF SUPPORT, RESOURCES, AND TRAINING TO ASSIST
LAW ENFORCEMENT AGENCIES IN CREATING NON-ARREST PATHWAYS
TO ADDICTION TREATMENT AND RECOVERY**

WHEREAS, the Nueces County Hospital District (the "Hospital District") is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the "Health Code" or "Code"), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas, including the Texas Local Government Code (the "Local Government Code"), Chapter 262;

WHEREAS, the Board of Managers of the Hospital District (the "Board") is the governing body of the Hospital District, pursuant to Health Code, §281.048, and pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board has, and at the time of adoption of this Order had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, the term "purchase" means any kind of acquisition, including professional services, of an item as set forth at Local Government Code, §262.022(6) and the purchase of professional services may be exempted from the competitive purchasing requirements of Local Government Code, §262.023, as authorized by Local Government Code, §262.024(a)(4);

WHEREAS, the Hospital District is authorized to provide public health and mental services pursuant to Health Code, §281.094; and

WHEREAS, the Hospital District desires to acquire the professional services of the Police Assisted Addiction and Recovery Initiative (PAARI) to provide support, resources, and training to assist law enforcement agencies in creating non-arrest pathways to addiction treatment and recovery.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. As authorized by Local Government Code, §262.024(a)(4), the Board hereby grants an exemption to the competitive purchasing requirements of Local Government Code, §262.023, for the Hospital District's acquisition of support, resources, and training to assist law enforcement agencies in creating non-arrest pathways to addiction treatment and recovery from of the Police Assisted Addiction and Recovery Initiative (PAARI).
2. The Administrator shall be and is hereby expressly authorized and directed to do and perform all acts, and to execute all instruments, contracts, agreements, and any other related documents, whether or not herein cited, as required to carry out the intent, terms, and provisions of this Order, such execution to be conclusively evidenced by the performance of such acts.
3. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to certify these orders and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
4. This Order shall take effect and be in full force and effect upon and after its passage.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, R.N.
Member

Vishnu V. Reddy, M.D.
Member

John B. Martinez, J.D.
Member

John E. Valls
Member

Mariana Garza, J.D.
Member

**CERTIFICATE FOR ORDER
 AN ORDER GRANTING PROFESSIONAL SERVICES EXEMPTION FROM
 COMPETITIVE PURCHASING REQUIREMENTS RELATING TO THE ACQUISITION OF
 SUPPORT, RESOURCES, AND TRAINING TO ASSIST
 LAW ENFORCEMENT AGENCIES IN CREATING NON-ARREST PATHWAYS
 TO ADDICTION TREATMENT AND RECOVERY**

THE STATE OF TEXAS §
 §
 COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 15th day of December, 2020, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

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

and all of said persons were present, except the following absentees: _____,
 _____, and _____ thus constituting a quorum.
 Whereupon, among other business, the following was transacted at said Meeting: A written

**AN ORDER GRANTING PROFESSIONAL SERVICES EXEMPTION FROM
 COMPETITIVE PURCHASING REQUIREMENTS RELATING TO THE ACQUISITION OF
 SUPPORT, RESOURCES, AND TRAINING TO ASSIST
 LAW ENFORCEMENT AGENCIES IN CREATING NON-ARREST PATHWAYS
 TO ADDICTION TREATMENT AND RECOVERY**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Order be passed, and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

YEAS: _____
 NAYS: _____
 PRESENT NOT VOTING: _____
 ABSENT: _____

2. That a true, full and correct copy of the aforesaid Order passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Order; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 15th day of December, 2020.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}



NUECES COUNTY HOSPITAL DISTRICT
Administrative Offices

555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401-0835

Phone: (361) 808-3300
Fax: (361) 808-3274

BOARD OF MANAGERS ORDER
DECEMBER 15, 2020

**AN ORDER GRANTING PROFESSIONAL SERVICES EXEMPTION FROM
COMPETITIVE PURCHASING REQUIREMENTS RELATING TO THE
ACQUISITION OF PHARMACY BENEFIT MANAGEMENT SERVICES**

WHEREAS, the Nueces County Hospital District (the "Hospital District") is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the "Health Code" or "Code"), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas, including the Texas Local Government Code (the "Local Government Code"), Chapter 262;

WHEREAS, the Board of Managers of the Hospital District (the "Board") is the governing body of the Hospital District, pursuant to Health Code, §281.048, and pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board has, and at the time of adoption of this Order had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, the term "purchase" means any kind of acquisition, including professional services, of an item as set forth at Local Government Code, §262.022(6) and the purchase of professional services may be exempted from the competitive purchasing requirements of Local Government Code, §262.023, as authorized by Local Government Code, §262.024(a)(4); and

WHEREAS, the Hospital District desires to acquire the professional services of the Script Care, Incorporated to provide continuing Pharmacy Benefit Management Services relating to the medical aid and hospital care provided to Nueces Aid Program recipients.

**NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF MANAGERS OF THE
NUECES COUNTY HOSPITAL DISTRICT, THAT:**

1. As authorized by Local Government Code, §262.024(a)(4), the Board hereby grants an exemption to the competitive purchasing requirements of Local Government Code, §262.023, for the Hospital District's acquisition of Pharmacy Benefit Management Services from Script Care, Incorporated.

2. The Administrator shall be and is hereby expressly authorized and directed to do and perform all acts, and to execute all instruments, contracts, agreements, and any other related documents, whether or not herein cited, as required to carry out the intent, terms, and provisions of this Order, such execution to be conclusively evidenced by the performance of such acts.
3. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to certify these orders and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
4. This Order shall take effect and be in full force and effect upon and after its passage.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, R.N.
Member

Vishnu V. Reddy, M.D.
Member

John B. Martinez, J.D.
Member

John E. Valls
Member

Mariana Garza, J.D.
Member

**CERTIFICATE FOR ORDER
AN ORDER GRANTING PROFESSIONAL SERVICES EXEMPTION FROM
COMPETITIVE PURCHASING REQUIREMENTS RELATING TO THE ACQUISITION OF
PHARMACY BENEFIT MANAGEMENT SERVICES**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 15th day of December, 2020, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

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

and all of said persons were present, except the following absentees: _____,
_____, and _____ thus constituting a quorum.
Whereupon, among other business, the following was transacted at said Meeting: A written

**AN ORDER GRANTING PROFESSIONAL SERVICES EXEMPTION FROM
COMPETITIVE PURCHASING REQUIREMENTS RELATING TO THE ACQUISITION OF
PHARMACY BENEFIT MANAGEMENT SERVICES**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Order be passed, and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Order passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Order; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 15th day of December, 2020.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}

UNAUDITED

**Nueces County Hospital District
 Combined Balance Sheet - All Fund Types & Account Groups
 As of 11/30/2020
 (In Whole Numbers)**

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	64,504,057 *	41,603,405	117,489	0	0	106,224,952
Investments	0	14,743,635	0	0	0	14,743,635
Accrued Interest	0	17,494	1	0	0	17,495
Taxes Receivable, Net of Allowance	29,224,951	0	0	0	0	29,224,951
Other Receivables	0	0	0	0	0	0
Due from Other Funds	3,579	0	0	0	0	3,579
Prepaid Expenditures	80,074	0	0	0	0	80,074
Restricted Cash & Cash Equivalents	18,017,693	0	0	0	0	18,017,693
Fixed Assets	0	0	0	32,192,476	0	32,192,476
Amt to be Provided for Retirement of LT Debt	0	0	0	0	41,354	41,354
Total Assets	111,830,354	56,364,534	117,490	32,192,476	41,354	200,546,208
Liabilities						
Accounts Payable	2,141,097	0	0	0	0	2,141,097
Accrued Payroll & Related Liabilities	265,442	0	0	0	0	265,442
Intergovernmental Transfer Obligations	18,017,664	0	0	0	0	18,017,664
Due to Other Funds	0	0	3,579	0	0	3,579
Deferred Revenue	29,224,951	0	0	0	0	29,224,951
Long Term Paid Time Off	0	0	0	0	41,354	41,354
Total Liabilities	49,649,153	0	3,579	0	41,354	49,694,085
Fund Equity						
Fund Balance	31,993,735	0	113,912	32,192,476	0	64,300,123
Committed to:						
Intergovernmental Transfers	30,187,465	0	0	0	0	30,187,465
Indigent Care	0	56,363,696	0	0	0	56,363,696
Assigned to County Health Care	0	838	0	0	0	838
Total Fund Equity	62,181,201	56,364,534	113,912	32,192,476	0	150,852,122
Total Liabilities & Fund Equity	111,830,354	56,364,534	117,490	32,192,476	41,354	200,546,208

* General Fund Cash & Equivalents balance includes \$30,187,465 in committed funds.

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
General Fund
From 11/1/2020 Through 11/30/2020
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Taxes	2,768,690	9,871,651
Penalties & Interest - Taxes	10,319	27,157
Spohn Corporate Member Revenue	545,845	2,684,652
Investment Income	6,503	13,995
Other Income	1,829	2,674
Total Revenues	3,333,186	12,600,127
Current Expenditures		
Intergovernmental Transfers	10,914,342	12,423,954
County Healthcare Funding	625,245	1,315,797
Salaries	85,738	198,082
Benefits	48,248	120,531
Legal & Professional Fees	36,438	82,054
Purchased Services	104,687	250,387
Supplies & Materials	1,301	2,495
Rent & Leases	10,958	21,916
Repairs & Maintenance	15	100
Utilities	3,202	4,338
Insurance	1,823	3,651
Administrative & General	6,841	10,925
Total Current Expenditures	11,838,838	14,434,230
Excess of Revenues Over Expenditures Before Sources/Uses	(8,505,652)	(1,834,103)
Excess of Revenues Over Expenditures After Sources & Uses	(8,505,652)	(1,834,103)
Fund Balance, Beginning of Year		64,015,304
FUND BALANCE, END OF YEAR		62,181,201

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 11/1/2020 Through 11/30/2020
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	9,319	19,003
Total Revenues	9,319	19,003
 Excess of Revenues Over Expenditures Before Sources/Uses	 9,319	 19,003
 Excess of Revenues Over Expenditures After Sources & Uses	 9,319	 19,003
 Fund Balance, Beginning of Year		 56,345,530
 FUND BALANCE, END OF YEAR		 56,364,534

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 11/1/2020 Through 11/30/2020
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	2
Total Revenues	1	2
Current Expenditures		
Benefits	556	1,084
Administrative & General	49	98
Total Current Expenditures	605	1,182
Excess of Revenues Over Expenditures Before Sources/Uses	(604)	(1,180)
Excess of Revenues Over Expenditures After Sources & Uses	(604)	(1,180)
Fund Balance, Beginning of Year		115,092
FUND BALANCE, END OF YEAR		113,912

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 11/1/2020 Through 11/30/2020
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	2,768,690	4,706,916	(1,938,226)	9,871,651	9,256,522	615,129
Penalties & Interest - Taxes	10,319	22,469	(12,150)	27,157	53,087	(25,930)
Spohn Corporate Member Revenue	545,845	541,667	4,178	2,684,652	1,083,334	1,601,318
Investment Income	6,503	2,132	4,371	13,995	3,909	10,086
Other Income	1,829	0	1,829	2,674	0	2,674
Total Revenues	<u>3,333,186</u>	<u>5,273,184</u>	<u>(1,939,998)</u>	<u>12,600,127</u>	<u>10,396,852</u>	<u>2,203,275</u>
Current Expenditures						
Intergovernmental Transfers	10,914,342	13,288,931	2,374,589	12,423,954	17,080,589	4,656,635
County Healthcare Funding	625,245	2,462,286	1,837,041	1,315,797	5,094,573	3,778,776
Salaries	85,738	119,539	33,801	198,082	241,515	43,433
Benefits	48,248	55,164	6,916	120,531	124,395	3,864
Legal & Professional Fees	36,438	161,833	125,395	82,054	324,174	242,120
Purchased Services	104,687	118,061	13,374	250,387	278,116	27,729
Supplies & Materials	1,301	1,750	449	2,495	3,500	1,005
Rent & Leases	10,958	12,209	1,251	21,916	24,418	2,502
Repairs & Maintenance	15	751	736	100	1,502	1,402
Utilities	3,202	7,208	4,006	4,338	14,424	10,086
Insurance	1,823	2,166	343	3,651	4,340	689
Administrative & General	6,841	13,999	7,158	10,925	28,020	17,095
Capital Outlay	0	30,000	30,000	0	127,000	127,000
Extraordinary	0	417	417	0	834	834
Total Current Expenditures	<u>11,838,838</u>	<u>16,274,314</u>	<u>4,435,476</u>	<u>14,434,230</u>	<u>23,347,400</u>	<u>8,913,170</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(8,505,652)</u>	<u>(11,001,130)</u>	<u>2,495,478</u>	<u>(1,834,103)</u>	<u>(12,950,548)</u>	<u>11,116,445</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(8,505,652)</u>	<u>(11,001,130)</u>	<u>2,495,478</u>	<u>(1,834,103)</u>	<u>(12,950,548)</u>	<u>11,116,445</u>
Fund Balance, Beginning of Year				64,015,304	0	64,015,304
FUND BALANCE, END OF YEAR				<u>62,181,201</u>	<u>(12,950,548)</u>	<u>75,131,749</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 11/1/2020 Through 11/30/2020
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Excess of Revenues Over Expenditures Before Sources/Uses	0	0	0	0	0	0
Excess of Revenues Over Expenditures After Sources & Uses	0	0	0	0	0	0
Fund Balance, Beginning of Year				838	0	838
FUND BALANCE, END OF YEAR				838	0	838

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Indigent Care Fund
From 11/1/2020 Through 11/30/2020
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	9,319	7,023	2,296	19,003	14,044	4,959
Total Revenues	9,319	7,023	2,296	19,003	14,044	4,959
Excess of Revenues Over Expenditures Before Sources/Uses	9,319	7,023	2,296	19,003	14,044	4,959
Excess of Revenues Over Expenditures After Sources & Uses	9,319	7,023	2,296	19,003	14,044	4,959
Fund Balance, Beginning of Year				56,344,692	0	56,344,692
FUND BALANCE, END OF YEAR				56,363,696	14,044	56,349,652

NUECES COUNTY HOSPITAL DISTRICT
87th Texas Legislative Session (2021)
Proposed Legislation List
December 15, 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.”

4. Support legislation that provides additional sources of funding for non-indigent health care expenses, including public health, mental health and substance abuse treatment programs, emergency medical services, and health services provided to persons in jail facilities.

#

TERMS FOR THE ALTERNATE CARE SITE LETTER AGREEMENT WITH CHRISTUS SPOHN WERE STILL BEING NEGOTIATED AT THE TIME OF MEETING PACKET DELIVERY. THEREAFTER, THE TERMS WILL NEED FINAL LEGAL REVIEW.

THE FINALIZED TERMS WILL BE DISTRIBUTED PRIOR TO THE BOARD MEETING.

**Professional Services Agreement
Police Assisted Addiction and Recovery Initiative**

This Agreement ("Agreement") is made by and between the Nueces County Hospital District ("District"), 555 N. Caranchaua, Suite 950, Corpus Christi, TX 78401 and the Police Assisted Addiction and Recovery Initiative ("PAARI"), a nonprofit organization, 253 Amory Street, Boston, MA 02130, for the purposes of performing services hereinafter enumerated relating to support for Nueces County law enforcement agencies to create non-arrest pathways to treatment and recovery.

WHEREAS, on October 26, 2017, acting Health and Human Services Secretary, Eric D. Hargan responding to the opioid crisis, issued a Public Health Emergency Declaration regarding the opioid crisis;

WHEREAS, the District realizes the need to develop a public health services initiative to address substance use disorders, specifically opioid addictions, and mental health issues in Nueces County; and

WHEREAS, the District is authorized to provide public health and mental health services pursuant to Section 281.094 of the Texas Health and Safety Code.

NOW THEREFORE, the District and PAARI in consideration of the mutual covenants expressed hereinafter, agree as follows:

Terms of Agreement: The term of this Agreement shall be for one year commencing from February 1, 2021 through January 31, 2022. Upon mutual written agreement of District and PAARI, the term of this Agreement may be extended.

Services: PAARI agrees to provide the following professional services and supports. Any changes to services must be agreed upon by both parties in writing.

- 1) **Recovery Coach Training:**
 - Deliver a total of 60 training hours to provide police officers and program partners as designated by District, with the knowledge and skills to support individuals seeking treatment and in early recovery, which can be a combination of one (1) 30-hour advanced training class and five (5) six-hour basics training classes, with each training class size not to exceed 20 people.
 - District will advise PAARI if the training will be conducted in person or virtual.
 - One (1) virtual 16-hour train the trainer course will be provided once for up to 3 people.

- 2) **Capacity Building Recovery Corps Member:** Provide a full-time PAARI Recovery Corps national service member dedicated to supporting the District's program for one year.

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- 3) **NARCAN Access and Overdose Prevention:** Develop a comprehensive NARCAN access project that includes provision of equipment for officers to carry NARCAN on their vests or belts, on scene access in public locations, distribution to high-risk individuals, and other identified priorities. Deliver virtual 1-hour Overdose Prevention Training classes on up to 10 occasions, with each training class size not to exceed 50 people.
- 4) **Roll Call Training Videos:** Develop and deliver up to 3 training videos, each under 5 minutes in length, that provide a brief overview of addiction, recovery, the other salient and agreed upon aspects of program implementation.
- 5) **Coaching and Consulting:** In addition to the training hours provided under Services, in #1 and #3 above, PAARI will provide up to 200 hours of virtual strategic guidance, technical assistance, coaching, and consulting related to program development and implementation. District will establish a schedule for the delivery of the 200 hours of coaching and consulting by AARI.

Fee and Payment: The maximum amount payable under this Agreement is **\$95,000.00** payable in equal monthly installments. Any travel expenses will be reimbursed at cost and in accordance with District travel policies. Travel expenses must be approved in writing by the District prior to incurring said expense.

PAARI shall prepare and submit to the District via mail or email a monthly invoice, not to exceed one twelfth (1/12) of the maximum amount payable under the contract and a progress report in reasonable detail, stating the status and description of the work accomplished during the billing period.

The District reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the District.

The District assumes no liability for work performed or costs incurred prior to the date authorized by the District to begin work, or during periods when work is suspended, or subsequent to the Agreement completion date.

On or before the 10th day of each month during the term of this Agreement, PAARI shall submit a written invoice via mail or email, to the District for approval and payment. District shall review the invoice against the services required and provided under this Agreement. Upon approval of invoice by District, payment shall be remitted by District. District shall pay PAARI undisputed amount within thirty (30) calendar days of the invoice date with payment sent via the United States Postal Service to the address provided by PAARI on the invoice. If the 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.

Additional Work: Any work, beyond the scope of this Agreement, will be billed thusly: **\$100 USD per hour**. No additional work shall be performed or billed without the prior approval by both parties in writing.

Coordination: Services provided by PAARI under this Agreement shall be organized and coordinated through the District and Nueces County's Director of Mental Health Programs and as additionally directed by the District.

Termination: This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of a material breach upon written notice by the non-breaching party to the other party, if such breach remains uncured for 30 days following written notice to the breaching party, this Agreement may be terminated.

COUNTY INDEMNITY. PAARI AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE 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 PAARI, 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 PAARI. PAARI WILL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE 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 DISTRICT, OR THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS. THE DISTRICT SHALL PROMPTLY NOTIFY PAARI OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH THE DISTRICT BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE PAARI AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. PAARI 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.

PAARI INDEMNITY. DISTRICT AGREES, TO THE EXTENT PERMITTED BY LAW WITHOUT ESTABLISHING A SINKING FUND, TO INDEMNIFY, DEFEND AND HOLD HARMLESS PAARI 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 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 DISTRICT. PAARI SHALL PROMPTLY NOTIFY THE DISTRICT OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH PAARI BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE THE DISTRICT AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. 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.

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Severability: If any provision or part of a provision of this Agreement is found to be unenforceable or invalid, the remaining provisions or parts of the provisions will remain binding and in full force and effect without being impaired or invalidated in any way.

Applicable Law: This Agreement shall be governed by the laws of the, State of Texas and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement shall be in a court of competent jurisdiction in Nueces County, Texas.

Notice: Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing.

Amendment: This Agreement may be changed or amended at any time by written consent of both parties.

Entire Agreement: This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

The undersigned have had the opportunity to review the above Agreement, understand all of its terms, and accept and agree to be bound by the Agreement.



Police Assisted Addiction and Recovery Initiative

Signed: Allie Hunter
Title: Executive Director
Date: 10 December 2020
Address: 253 Amory Street, Boston, MA 02130
Email: allie@paariusa.org

Nueces County Hospital District

Signed: Jonny F. Hipp
Title: Administrator/Chief Executive Officer
Date: 15 December 2020
Address: 555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401
Email: jonny.hipp@nchdcc.org

NUECES COUNTY JOB DESCRIPTION

Job Title: Director of Mental Health Programs
Job Code: 2050
Salary Level: Pay Group 40
Class: Professional
FLSA Status: Exempt
W.C. Code: 7720
NAICS Code: 621420
Prepared By: Sara Longoria
Created Date: November 23, 2020

Approved By:

Approved Date:

SUMMARY: The individual is responsible for management of various contracts, programs, and activities implementing prioritized countywide mental health and substance abuse treatment programs. The individual is responsible for managing mental health and substance abuse program contracts, programs, and activities emanating from local mental health and substance abuse-related task force recommendations and the *Nueces County Comprehensive Behavioral Health Community Needs Assessment, Final Report, September 2020* prepared by the Meadows Mental Health Policy Institute.

The individual is responsible for the development of strategic and tactical business plans, defines requirements, determines objective; presents mandated or recommended policy to County Judge and Commissioners Court. Plans, directs, and manages the activities, programs and services of the County Mental Health Department including fiscal management, program planning and evaluation. Act as the subject matter expert and advocate for Commissioners Court and resource for the Hospital District. Performs other duties as assigned.

The individual chairs or serves on committees, with project groups, and at public meetings. The individual designs and implements strategies for the promotion of mental health and substance abuse treatment activities and interests to a wide variety of internal and external audiences. The individual undertakes complex special projects, negotiations, and provides general support services to the County Judge, Commissioners Court, Hospital District Board of Managers, and the Hospital District's management team. The individual tracks mental health and substance abuse treatment legislation and promotes the County and Hospital District's mental health and substance abuse treatment agendas.

May be required to work more than 40 hours during the workweek.

ORGANIZATIONAL RELATIONSHIPS:

Reports to: County Judge

Other: Works closely with Commissioners Court, Hospital District, elected officials, appointed officials, outside entities, and state and local nonprofit, private, and governmental agencies.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

Implements activities emanating from local mental health and substance abuse-related task force recommendations and the *Nueces County Comprehensive Behavioral Health Community Needs Assessment, Final Report, September 2020* prepared by the Meadows Mental Health Policy Institute.

Provides County and Hospital District leadership with a comprehensive and systematic range of services and needs of mental health and substance abuse services in the community and prioritize the optimal investment of funding.

Reviews, revises, coordinates, and provides policy direction on all mental health and substance abuse initiatives and pro-actively discern the key areas to provide viable solutions to difficult community needs and or issues.

Establishes cooperative, viable, and effective links with other agencies and organizations that deliver services for mental health and substance abuse services within the community and as part of the current Jail Diversion initiative and new and emerging initiatives, including but not limited to expansion of existing Assertive Community Treatment (ACT) Services, creation of Forensic Assertive Community Treatment Team (FACT), Walk-In Crisis Clinic, Mobile Crisis, Crisis Intervention Team Expansions, Police-Assisted Addiction and Recovery Initiative (PAARI), and Cloud 9 Telehealth Platform.

Facilitates and progresses the work of the County mental health and substance abuse task forces and the *Nueces County Comprehensive Behavioral Health Community Needs Assessment, Final Report, September 2020* to strengthen and further develop a solid structure to raise mental health and substance abuse awareness and to ensure a strong and dedicated system of mental health and substance abuse care in the community.

Plans, organizes, directs, manages, and coordinates the functions and programs of the Mental Health Department.

Oversees partnerships with mental health and substance abuse providers and effectively initiate and maintain strong working relationships with public, community organizations, and other government agencies.

Acts as subject matter expert and advocate for Commissioners Court for any service, contract, grant, funding, and performance evaluation as it relates to mental health and substance abuse services.

Monitors state and federal mental health and substance abuse funding and treatment legislation. Suggests and advocates for funding and legislation as directed by County.

Solicits funding for mental health and substance abuse treatment programs.

Assists Hospital District with any service, contract, grant, funding, and performance evaluation as it relates to mental health and substance abuse services.

Represents the County with the community, providers, and agencies.

Makes presentations to Commissioners Court, Hospital District, and other entities or groups.

Perform additional duties as assigned.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Any employee who drives a vehicle on official business must have a driving record which meets standards set by the County and the County's insurance carrier.

EDUCATION and/or EXPERIENCE: Graduation from an accredited college or university with a Master's degree or higher in mental health and/or substance abuse related subjects such as Psychology, Social Work, or Mental Health Counseling; plus ten (10) years of broad and extensive experience in the practicing in mental health and substance abuse treatment programs and/or departments, including at least five (5) years of experience having worked in a mental health and substance abuse treatment program management capacity. Additional education, training, and/or experience in Substance Abuse Counseling and/or Addiction Counseling preferred.

LANGUAGE SKILLS: Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS: Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS: Licensed Psychologist, Licensed Social Worker, or Licensed Professional Counselor and Valid Class C driver's license.

Maintain favorable Department of Public Safety criminal records background investigation. Maintain good standing with applicable State of Texas professional licensing agencies.

OTHER SKILLS AND ABILITIES: Thorough knowledge of agenda preparation in public agencies. Ability to communicate concisely and effectively both orally and in writing, and to make effective public presentations to elected officials and community groups. Ability to manage, coordinate and prepare effective reports on complex projects. A knowledge of laws, ordinances, and regulations related to County operations. Ability to perform a full range of supervisory and management tasks, including work planning and assignment, training, budgeting, employee evaluation, and special projects planning. Ability to work effectively with elected officials, county department, other governmental entities, consultants, the media, and the public. Ability to utilize a personal computer to perform tasks associated with word processing, spreadsheet, and database functions.

Comprehensive knowledge of mental health and substance abuse issues and how they affect the development and delivery of community programs and services; comprehensive knowledge of the law enforcement, criminal justice system, judicial programs and services and various types of jail diversion, community treatment, crisis clinics, intervention teams, assisted addiction and recovery, and behavioral telehealth methods, programs or initiatives; comprehensive knowledge of federal, state, and county laws and regulations, applicable to mental health programs and services; local, statewide, and national mental health delivery systems; principles, techniques, and practices of effective mental health and public administration; operating and general functions of the Texas Health and Human Services Commission, local mental health authorities, and local behavioral health authorities; and principles and techniques of effective employee supervision, training, development and management. Strong skills in communicating effectively both verbally and in writing and presentation delivery skills.

Ability to supervise professional and non-professional employees; ability to operate personal computer and basic office equipment; ability to establish and maintain effective working relationships with co-workers, County employees, Hospital District employees, Elected/Appointed Officials, outside organizations and the public.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to stand; walk; sit; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts and in outside weather conditions and is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually moderate.

STATE OF TEXAS §
COUNTY OF NUECES §

**CARES ACT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF NUECES, TEXAS AND THE
NUECES COUNTY HOSPITAL DISTRICT**

THIS Agreement is made on and entered into effective as of the 20th day of November, 2020, by and between **COUNTY OF NUECES, TEXAS**, hereinafter referred to as ("County"), and **NUECES COUNTY HOSPITAL DISTRICT** hereinafter referred to as ("District"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the District is a hospital district defined as a "Local Government" under the Interlocal Cooperation Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Nueces County; and

WHEREAS, the County is defined as a "Local Government" under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and District and their respective constituents have been affected by the COVID- 19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the County and the District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and



WHEREAS, on or about March 27, 2020 , the Federal Government passed the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), including the Coronavirus Relief Fund (the "CRFund") which provides for direct payments to qualifying units of local governments navigating the impact of the COVID- 19 outbreak; and

WHEREAS, the County has and will receive a distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID- 19 public health emergency; and

WHEREAS, pursuant to guidance provided by Texas Department of Emergency Management who administers the CRFund a county may at its discretion elect to use a portion of its allocation to support a hospital district within their geographic boundaries;

WHEREAS, the County desires to make a portion of its CRFund allocation available for the benefit of its citizens in the District;

WHEREAS, amounts paid from the CRFund are subject to restrictions outlined in the Guidance and as set forth in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act; and

NOW THEREFORE, County and District in consideration of the mutual covenants expressed hereinafter, agree as follows:

**SECTION I
RULES AND REGULATIONS**

1.1 The District agrees to abide by the Guidance provided under the CARES Act, Coronavirus Relief Fund, and as more particularly described in section 601 (d) of the Social Security Act and any further guidance issued by the United States Department of Treasury.

**SECTION II
TERMS AND CONDITIONS**



2.1 District agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and District further warrants and represents to the County that the funds it has incurred and expended meet the criteria allowed under the CRFund as outlined below :

1. Are necessary expenditures incurred due to the COVID-19 public health emergency;
2. Were not accounted for in the budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

For purposes of the CARES Act Funds, incurred means performance or delivery must occur during the covered period.

2.2 County agrees that a portion of its CFR funds, \$157,525.35, will be provided to District as reimbursement for eligible purchases. District shall provide County with a Request for Reimbursement and accompanying supporting documentation. After County provides approval County will pay District such amounts and shall submit Request for Reimbursement directly to the Texas Department of Emergency Management (TDEM). Any reimbursement based on County submitted Request for Reimbursement will be made directly to County by TDEM.

2.3 County's review and approval of Request for Reimbursement does not ensure TDEM's acceptance and payment of reimbursement request. Should TDEM deny reimbursement request District shall promptly refund monies paid to District by County under this Agreement.

2.4 Costs incurred by District before commencement of this Agreement will be eligible for reimbursement.

SECTION III



RECORDS AND REPORTS

- 3.1 District agrees to establish and maintain all necessary records and reports that may be required for reimbursement of CRFunds.
- 3.2 Per the CARES Act Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 60 1(d) of the Social Security Act.
- 3.3 Pursuant to 2 CFR §200.333, District, as a sub-recipient of federal funds, must retain records and any supporting documentation for a minimum of three (3) years from the later of the completion of the CRFund 's public objective, submission of the final expenditure report, any litigation, dispute or audit.
- 3.4 Records related to equipment acquired with CRFunds shall be retained for three (3) years after final disposition.
- 3.5 In the event the U.S. Department of Treasury disallows expenditures submitted by County for reimbursement District understands that any such monies will be repaid as directed by TDEM.

SECTION IV MONITORING VISITS

- 4.1 District shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, District, District Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by District pertaining to this Agreement as it pertains to the use of CARES Act funds.



**SECTION V
PAYMENT REQUESTS**

5.1 Requests for reimbursement, as described in paragraph 3.2 above, shall be submitted with supporting records and documentation necessary for submission to the U.S. Department of Treasury.

5.2 District shall further provide County with a final Cost Reimbursement Request Form, and all documentation required no later than 30 days after the period of performance of this Agreement, December 30, 2020.

**SECTION VI
AUDIT REQUIREMENTS**

6.1 District agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 - 200.521 which are incorporated by reference herein.

**SECTION VII
TERMINATION**

7.1 Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt District's obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

**SECTION VIII
LIABILITY FOR DISALLOWED COSTS**

8.1 The District understands and agrees that as a sub-recipient under this Agreement it shall be liable as directed by TDEM for any costs disallowed pursuant to financial and compliance audit(s)



of County CRFunds. The District further understands and agrees that reimbursement of such disallowed costs shall be paid by the District from funds that were not provided or otherwise made available to District pursuant to this Agreement or any other federal award.

**SECTION IX
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT**

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

**SECTION X
DISPUTE RESOLUTION**

10.1 The Parties' representatives will meet as needed to implement the terms of the Agreement and will make a good faith effort to informally resolve any disputes.

10.2 The laws of the State of Texas shall govern this agreement and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement shall be in a court of competent jurisdiction in Nueces County, Texas.

10.3 The Parties agree to mandatory participation in mediation as an Alternative Dispute Resolution process, before any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced.



**SECTION XI
PROCUREMENT**

11.1 District agrees to conform to its own applicable purchasing laws, regulations, with respect to any purchases in relation to the CRFund and/or this Agreement.

**SECTION XII
CONFLICT OF INTEREST**

12.1 District covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the CRFund. District agrees that all elected officials, officers, employees, consultants or agents shall comply with the requirements of Texas Local Government Code Chapter 176.

12.2 District is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

**SECTION XIII
MISCELLANEOUS PROVISIONS**

13.1 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.



13.2 No Waiver. No waiver by County or District of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision thereof.

13.3 Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

13.4 Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Nueces County, Texas. The parties hereby consent to personal jurisdiction in Nueces County, Texas.

13.5 Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Nueces

Attention: County Judge

901 Leopard, Rm 303

Corpus Christi, TX 78401



If to District:

Nueces County Hospital District

Attention: Administrator/ CEO

555 N. Carancahua Street, Room 950-A

Corpus Christi, Texas 78401

13.6 Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13.7 Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13.9 Assignment. This Agreement shall not be assignable by District.

13.10 Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.



13.11 Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. District and County shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

13.12 Governmental Purpose. To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

13.13 Governing Provisions. Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

13.14 Legal Construction/Severability. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.15 Immunity. This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and District's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or District has by operation of law.



13.16 Authority to Execute. The execution and performance of this Agreement by County and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and District in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

NUECES COUNTY HOSPITAL DISTRICT

NUECES COUNTY

By: Jonny H Hipp

By: Barbara Canales

Jonny Hipp
Administrator/CEO

Barbara Canales
County Judge

ATTEST: WITNESS

ATTEST:

Sm

Kara Sands

~~District Secretary~~

Kara Sands
County Clerk



County of Nueces

3, A, 8.

CAROLYN VAUGHN
Commissioner
Precinct 1



JOHN MAREZ
Commissioner
Precinct 3

JOE A. GONZALEZ
Commissioner
Precinct 2

BRENT CHESNEY
Commissioner
Precinct 4

BARBARA CANALES
County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401-3697

SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, Nueces County and Nueces County Hospital District (herein "District") entered into a CARES Act Interlocal Cooperation Agreement (herein "Agreement") on the effective date, November 20, 2020;

WHEREAS, the County and the District acknowledged in Article 13.3 of the Agreement that the terms of the contract may be modified or amended by agreement in writing executed by County and District; and

WHEREAS, the County and the District agree that the portion of CRF funds allotted in the Agreement must be modified, reflecting an increase in District COVID-19 related expenses.

NOW, THEREFORE, Nueces County and the District, in consideration of the mutual agreements contained in the original Agreement, do hereby mutually agree:

1. The first sentence of Article 2.2 is hereby withdrawn in its entirety and replaced with the following:

"County agrees that a portion of its CRF funds, up to \$222,340.45, will be provided to District as reimbursement for eligible purchases."
2. All other provisions of contract shall remain the same.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment in duplicate.

WITNESS our hands on this 2nd day of December, 2020.

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

Barbara Canales
Nueces County Judge

Jonny F. Hipp
Administrator/CEO

ATTEST:

KARA SANDS, County Clerk

20200538-12/2

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
REQUEST FOR PUBLIC ASSISTANCE

OMB Control Number 1660-0017
Expires December 31, 2019

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 15 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472, Paperwork Reduction Project (1660-0017) **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: FEMA is authorized to collect the information requested pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, §§ 402-403, 406-407, 417, 423, and 427, 42 U.S.C. 5170a-b, 5172-73, 5184, 5189a, 5189e; The American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, § 601; and "Public Assistance Project Administration," 44 C.F.R. §§ 206.202, and 206.209.

APPLICANT (Political subdivision or eligible applicant) NUECES COUNTY HOSPITAL DISTRICT	DATE SUBMITTED 12/08/2020
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COUNTY (Location of Damages. If located in multiple counties, please indicate)
NUECES COUNTY, TEXAS

APPLICANT PHYSICAL LOCATION

STREET ADDRESS
333 N. CARANCAHUA STREET, SUITE 900

CITY CORPUS CHRISTI	COUNTY NUECES	STATE TEXAS	ZIP CODE 78401
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MAILING ADDRESS (If different from Physical Location)

STREET ADDRESS
SAME AS ABOVE

POST OFFICE BOX	CITY	STATE	ZIP CODE
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Primary Contact/Applicant's Authorized Agent	Alternate Contact
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NAME JONNY F. HIPPI	NAME BELINDA CHISM
TITLE ADMINISTRATOR/CEO	TITLE ASSISTANT ADMINISTRATOR
BUSINESS PHONE 361-808-3300	BUSINESS PHONE 361-808-3300
FAX NUMBER 361-808-3274	FAX NUMBER 361-808-3274
HOME PHONE (Optional)	HOME PHONE (Optional)
CELL PHONE 361-877-7290	CELL PHONE
E-MAIL ADDRESS jonny.hipp@nchdcc.org	E-MAIL ADDRESS belinda.chism@nchdcc.org
PAGER & PIN NUMBER N/A	PAGER & PIN NUMBER

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? YES NO

Private Non-Profit Organization? YES NO

If yes, which of the facilities identified below best describe your organization? _____

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public."

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.

OFFICIAL USE ONLY: FEMA - _____ -DR- _____ - 73 _____ FIPS# _____ DATE RECEIVED _____