

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Regular Meeting  
Wednesday, January 27, 2021 at 12:00 PM**

**AGENDA**

**1. WELCOME**

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

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

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

A. Welcome new Board member Efrain Guerrero, Jr.

B. Call to order.

C. Establish quorum.

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

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E. 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 of December 15, 2020 Regular Meeting. 11
- B. Receive annual listing of vendors as of December 31, 2020; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 21
- C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date: 26
  - 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 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 December 31, 2020. (*Finance Committee*) 27
- E. 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*) 28

F. 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 December 31, 2020. <i>(Finance Committee)</i>	29
G. Receive fiscal year-to-date Local Provider Participation Fund activity report. <i>(Finance Committee)</i>	33
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. <i>(Finance Committee)</i>	34
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). <i>(Finance Committee)</i>	

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 December 31,2020. <b>(ACTION)</b>	36
2. Receive and approve Quarterly Investment Report for fiscal quarter-ended December 31, 2020 and ratify related investment transactions. <b>(ACTION)</b>	43
3. Receive and discuss revenue, expense, and fund balance projections for Fiscal Year 2021 (October 1, 2020 - September 30, 2021) and subsequent Fiscal Years. <b>(INFORMATION)</b>	50
4. Receive reports relating to Nueces Aid Program enrollment for month-ended December 31, 2020. <b>(INFORMATION)</b>	53

**B. Legislative Committee:**

1. Receive update on legislative agenda for 87th Texas Session. <b>(INFORMATION)</b>	59
2. Discuss and consider revising adopted legislative agenda for 87th Texas Session. <b>(ACTION)</b>	62
3. Adopt Board of Managers Resolution supporting legislation to use certain funds for residents of the District. <b>(ACTION)</b>	65
4. Adopt Board of Managers Resolution supporting legislation relating to use of tax-levied funds for indigent care and to fund health care services, including public health services, mental health and mental retardation services, emergency medical services, health services provided to persons confined in jail facilities, and for other health related purposes. <b>(ACTION)</b>	66
5. Adopt Board of Managers Resolution supporting legislation redefining a management contractor for tort claims liability purposes. <b>(ACTION)</b>	67
6. Adopt Board of Managers Resolution supporting legislation to extend expiration of the Nueces County Hospital District Health Care Provider Participation Program. <b>(ACTION)</b>	68
<b>C. <u>COVID-19 Pandemic:</u></b>	
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. <b>(ACTION)</b>	69
<b>D. <u>Community Mental Health Initiatives:</u></b>	
1. Discuss and consider approval of Interlocal Cooperation Act Agreements with Nueces Center for Mental Health and Intellectual Disabilities for the term October 1, 2020 through September 30, 2021 and authorize Administrator to execute Agreements:	
a. Forensic Assertive Community Treatment (Forensic ACT) Program not to exceed \$1,340,000;	70
b. Jail Diversion and Crisis Intervention Services not to exceed \$2,290,000; and	79
c. Walk-In Crisis Clinic not to exceed \$570,000. <b>(ACTION)</b>	88

2. Receive update on interview/selection process for Nueces County's Director of Mental Health Programs position to be funded and co-supervised by Hospital District. *(INFORMATION)* 96
- E. Medicaid 1115 Waiver:**
1. Receive information relating to recent Federal extension of the Texas Healthcare Transformation and Quality Improvement 1115 Demonstration Waiver through September 30, 2030. *(INFORMATION)* 97
- F. Other Business:**
1. Discuss and consider reappointing Ms. Rachel Canales as Director to CHRISTUS Spohn Health System Corporation's Board of Directors for three-year term commencing January 1, 2021 and ending December 31, 2023; receive and consider Nueces County Commissioners Court's nomination of the aforesaid individual; concur with Court's nomination and appoint nominee for aforesaid term; Hospital District's appointment pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Article III, Section 3.01(b); and authorize Administrator to notify Commissioners Court and CHRISTUS Spohn Health System Corporation. *(ACTION)* 115
2. Discuss and consider approval of Amendment No. 3 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 March 31, 2021; and authorize Administrator to execute Amendment. *(ACTION)* 117
- G. 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 Amendment to Interlocal Cooperation Act Contract with The University of Texas Medical Branch at Galveston to provide Health Care Services; Amendment extends term through August 31, 2020 and provides for automatic one-year renewals. *(ACTION)* 119
- b. Ratify execution of Pharmacy Benefit Administrative Services Agreement with Script Care, Inc. for the term January 1, 2021 through December 31, 2021. *(ACTION)* 122

## 7. ADMINISTRATOR'S BRIEFING:

A. Next Board of Managers and Board Committee meetings (all meetings' dates, times, and locations subject to change): 156

1. Finance Committee Regular Meeting: February 16, 2021, 11:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

2. Legislative Committee Regular Meeting: February 16, 2021, 11:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

3. Board of Managers Regular Meeting: February 16, 2021, 12:00 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

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

A. Consult with attorneys on matters relating to 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**



**Kara Sands**

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

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

**Receipt:** 20210122000124

**Date:** 01/22/2021

**Time:** 01:22PM

**By:** Margarita S

**Station:** CLERK01

**Status:** ORIGINAL COPY

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<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Public Notice	PBN	2021000046	9	\$0.00	
				<b>Order Total</b>	(1)	\$0.00

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

NUECES COUNTY HOSPITAL DISTRICT

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



\*VG-12-2021-2021000046\*

Nueces County  
Kara Sands  
Nueces County Clerk

Instrument Number: 2021000046

Public Notice

PUBLIC NOTICES

Recorded On: January 22, 2021 01:22 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

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

Kara Sands  
Nueces County Clerk  
Nueces County, TX

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

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

File Information:

Document Number: 2021000046  
Receipt Number: 20210122000124  
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User: Margarita S  
Station: CLERK01

Record and Return To:

NUECES COUNTY HOSPITAL DISTRICT

JAN 22 2021

KARA SANDS  
CLERK OF THE COUNTY COURT  
NUECES COUNTY, TEXAS

**NOTICE OF PUBLIC MEETING**

**NUECES COUNTY HOSPITAL DISTRICT**

**BOARD OF MANAGERS**

**Board of Managers - Regular Meeting  
Wednesday, January 27, 2021 at 12:00 PM**

**Location:**

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

**MEETING VIA AUDIO OR VIDEO CONFERENCE (ZOOM)**

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

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

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

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

**Attend In-Person:**

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

**Attend via Audio or Video Conference, Join Zoom Meeting:**

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

Meeting ID: 574 676 5992

Passcode: 195957

One tap mobile

+13462487799,,5746765992# US (Houston)

+12532158782,,5746765992# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 574 676 5992

Find your local number: <https://nchdcc-org.zoom.us/j/aejsSB9vcl>

**MINUTES  
BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
DECEMBER 15, 2020**

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The Nueces County Hospital District Board of Managers met at 12:00 p.m., Tuesday, December 15, 2020 in the NCHD Board Room, at 555 N. Carancahua, Suite 950 – A, Corpus Christi, Texas.

**HOSPITAL DISTRICT REPRESENTATIVES:**

Jonny F. Hipp	Administrator/CEO
Belinda E. Chism	Assistant Administrator, Administrative Services
Donna Littlefield	Director, Accounting & Finance
Wm DeWitt Alsup	Attorney, Alsup Law Firm
Mary Esther Guerra	Assistant County Attorney – via Zoom
Carmina Hernandez Moreno	Administrative Assistant
Linda Espericueta	Database Administrator

**OTHERS PRESENT:**

Mark Hendrix	MHID – via Zoom
Mark Davis	MHID – via Zoom
Dennis Mkrтчian	Gjerset & Lorenz, LLP – via Zoom
Andrea Kovarik	MHID – via Zoom
Becky Rios	Christus Spohn Hospital – via Zoom
Gary Eiland	Consultant – via Zoom
Adam Robison	King Spalding – via Zoom
Efrain Guerrero, Jr.	– via Zoom

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**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.

**MINUTES  
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DECEMBER 15, 2020**

\_Y\_ John E. Valls, M.B.A.  
\_X\_ Mariana Garza, J.D.

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

- A. Call to order – Mr. Dain , Chairman.  
The Meeting was called to order by Mr. Dain at 12:15 p.m.
- B. Establish quorum – Mr. Dain.  
A quorum was present with 5 members in attendance.

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

**No one to speak for public comment.**

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
DECEMBER 15, 2020**

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.

**Conflict of Interest Disclosure Statement re: Amor Health and Mr. Valls is hereto attached and made part of these minutes.**

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

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.

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

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

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

**MINUTES  
BOARD OF MANAGERS  
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DECEMBER 15, 2020**

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)*

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 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)*

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)*

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)*

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).

**MINUTES  
BOARD OF MANAGERS  
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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).

**Motion to approve Item 5. A, B, C, F, G, I, J, K by Mr. Valls and seconded by Ms. Martinez. MOTION CARRIED.  
Item 5. D & H pulled by Mr. Valls.**

**Motion to approve Item 5 D & H by Mr. Valls and seconded by Ms. Oliver. 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:

**A. Finance Committee:**

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended November 30, 2020. (**ACTION**)

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

**B. Legislative Committee:**

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

**Motion to approve REVISED Legislative List including Item 4, by Mr. Valls and seconded by Ms. Flores.  
MOTION CARRIED.**

**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**)

MINUTES  
BOARD OF MANAGERS  
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DECEMBER 15, 2020

**Table Item 6. C-1 by Mr. Valls and seconded by Mr. Martinez to discuss for more information during Closed Meeting.**

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)*

**Motion to approve as it relates to reimbursement related to FEMA reimbursement as explained by Administrator, by Mr. Valls and seconded by Ms. Oliver. MOTION CARRIED.**

**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)*

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

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)*

**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)*

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
DECEMBER 15, 2020**

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*)

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*)

**Motion to approve Item 6. E. a, b, c by Ms. Flores and seconded by Mr. Valls. MOTION CARRIED.**

**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*)

**Motion to table Item 6. F. 1 by Ms. Flores and seconded by Mr. Valls. MOTION CARRIED.**

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*)

**Motion to table Item 6. F. 2 by Mr. Valls and seconded by Ms. Flores. MOTION CARRIED.**

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*)

**Motion to table Item 6. F. 3 by Mr. Valls and seconded by Ms. Flores. MOTION CARRIED.**

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*)

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
DECEMBER 15, 2020**

**Motion to reschedule January 19, 2021 meeting to January 27, 2021 by Mr. Valls and seconded by Ms. Flores. MOTION CARRIED.**

**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.

**Mr. Dain called for a Closed Meeting at 1:24 p.m.**

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
DECEMBER 15, 2020**

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. Dain called for to Open Meeting at 2:05 p.m.**

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

**Item 6. C. 1. was pulled for discussion during Closed Meeting, action taken to table item by Mr. Martinez and seconded by Mr. Valls.**

11. **ADJOURN**

**Motion to adjourn by Mr. Dain, Motion by Ms. Flores and seconded by Ms. Oliver. Meeting adjourned at 2:07. p.m.**

**MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
DECEMBER 15, 2020**

**PRESIDING OFFICER**

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Daniel W. Dain, Chairman  
Nueces County Hospital District

**ATTEST:**

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

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Wm Dewitt Alsup, General Counsel  
Nueces County Hospital District

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

Vendor Name	Vendor ID	Address	City	State	ZIP
A & B Plastics and Fabrication	2013	4917 Gemini St.	Corpus Christi	Texas	78405
A&W Office Supply	1001	222 South Staples	Corpus Christi	TX	78401
ABC Office	1426	1142 W. Flint Meadow Drive	Kaysville	UT	84037
Abel's Paving & Construction Inc.	2008	1442 Cliff Maus Drive	Corpus Christi	TX	78405
Abila	1553	Dept 3303 P O Box 123303	Dallas	TX	75312-3303
	1900	P O Box 935021	Atlanta	GA	31193-5021
Accenture, LLP	2036	161 N. Clark Street	Chicago	IL	60601-3206
Accuity Inc.	2022	P O Box 9519	New York	NY	10087-4519
Accutronics, Inc.	1464	84 N.E. Loop 410, Suite 126	San Antonio	TX	78216
AFLAC	1488	Attn: Remittance Processing Services 1932 Wynnton Road	Columbus	GA	31999-0001
Alaniz, Aaron	1970	7826 Van Zandt	Corpus Christi	TX	78413
Alsup, William Dewitt	Alsup, Dewitt	555 N. Carancahua, Suite 201	Corpus Christi	TX	78401
Altex Electronics	1386	11342 IH35 North	San Antonio	TX	78233
American Association of Notaries	1668	P O Box 630601	Houston	TX	77263
American Hospital Directory	1641	Attn: Renewal 166 Thierman Lane	Louisville	KY	40207
American Society of Anesthesiologists	1461	Finance Department 1061 American Lane	Schaumburg	IL	60173-4973
Armor Correctional Health Services, Inc.	2035	4960 SW 72nd Ave, Suite 400	Miami	FL	33155
Armstrong, Jordan	1993	5540 Oso Parkway, #3	Corpus Christi	TX	78413
Ascentis Corporation	1989	DEPT CH 10753	Palatine	IL	60055-0753
AT&T	1058	P O Box 105414	Atlanta	GA	30348-5414
BCT	1951	2401 W. Pecan Street, Suite 204	Pflugerville	TX	78660
Bea Garza	1660	Bea's Catering Service 5222 Bromley Ct	Corpus Christi	TX	78413
Bee County Clerk	1986	105 W. Corpus Christi Room #103	Beeville	TX	78102
Behealthle Consulting, LLC	1996	17934 Resort View	San Antonio	TX	78255
Best Choice Restaurants, LLC	2030	C/O McAlister's Deli 5801Saratoga Blvd, Bldg A	Corpus Christi	TX	78414
BIC - Union Standard Insurance Group	1702	P O Box 639814	Cincinnati	OH	45263-9814
Bickerstaff Heath Delgado Acosta LLP	1306	3711 S. Mo-Pac Expy Building One, Suite 300	Austin	TX	78746-8023
Borden Insurance	1647	P O Box 1066	Corpus Christi	TX	78403-1066
Branscomb, PC	1567	802 N. Carancahua, Suite 1900	Corpus Christi	TX	78401-0036
Brooks Tire Inc.	1937	1302 Leopard Street	Corpus Christi	TX	78401
Caffey, Matthew	1905	2209 Abeto Drive	Corpus Christi	TX	78414
Caldwell Country Ford	2005	P.O. Box 72	Rockdale	TX	76567
Cameron County Juvenile Department	1929	P O Box 1690	San Benito	TX	78586
Campos, Francisco	1953	7546 Ranch View Drive	Corpus Christi	TX	78414
CCSW, Inc.	1016	P O Box 2189	Corpus Christi	TX	78403
CenturyLink	1644	P O Box 4300	Carol Stream	IL	60197-4300
Chapa, Angelica	1991	6702 Everhart Road, T-105	Corpus Christi	TX	78413
Children's Psychiatric Services of S. Texas	1997	P O Box 61066	Corpus Christi	TX	78466-1066
Christus Spohn Health System	1259	P O Box 847899	Dallas	TX	75284-7899
	1584	Community Health & Wellness Attn: Christie Perez 613 Elizabeth St, Suite 604	Corpus Christi	TX	78404
City of Corpus Christi	1189	A/R - Nueces County Customer P O Box 9257	Corpus Christi	TX	78469-9257
	1570	P O Box 9277	Corpus Christi	TX	77469-9277
City of Robstown	1288	P O Box 8721	Robstown	TX	78380

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

Vendor Name	Vendor ID	Address	City	State	ZIP
CLK Architects & Associates	2018	615 N. Upper Broadway, Suite 1250	Corpus Christi	TX	78401-0750
Coastal Bend Wellness Foundation	2020	2882 Holly Road	Corpus Christi	TX	78415-4106
Collier, Johnson & Woods, PC	1012	Tower II, 555 N. Carancahua Suite 1000	Corpus Christi	TX	78401-0839
Comdata	1859	P O Box 845738	Dallas	TX	75285-5738
Cordant Health Solutions	1931	12015 E 46th Ave, Suite 250	Denver	CO	80239
Corner Bakery Cafe	2017	4938 S. Staples, Suite D12	Corpus Christi	TX	78411
Cornish Medical	2010	11200 Broadway St, Ste 2743	Pearland	TX	77584-9787
Corpus Christi - Nueces County	1881	Attn: Immunization Clinic 1702 Horne Road	Corpus Christi	TX	78416
Corpus Christi Caller-Times	1015	P O Box 630894	Cincinnati	OH	45263-0894
	1273	P O Box 742651	Cincinnati	OH	45274-2651
Corpus Christi Dental Plan, Inc.	1474	P O Box 124	Corpus Christi	TX	78413
Corpus Christi Safe & Lock Co.	1980	3535 S. Staples	Corpus Christi	TX	78411
Council on Alcohol and Drug Abuse -	1945	Coastal Bend 1801 South Alameda, Suite 150	Corpus Christi	TX	78404
Courier Specialties	2033	4934 Everhart	Corpus Christi	TX	78411
Czech-Mex Bakery & Cafe	1865	711 N. Carancahua, Suite 150	Corpus Christi	TX	78401
DeLeon, Isaac	1974	7209 Lands End Drive	Corpus Christi	TX	78414
Dell Marketing L.P.	1166	C/O Dell USA L.P. P O Box 676021	Dallas	TX	75267-6021
Deluxe Corporation	1895	P O Box 4656	Carol Stream	IL	60197-4656
Department of Information Resources	1907	Telecommunications Services Division P O Box 12728	Austin	TX	78711
DigiCert, Inc.	1798	2801 North Thanksgiving Way	Lehi	UT	84043
Driscoll Children's Hospital	1936	P O Box 6530	Corpus Christi	TX	78466
Dubois Psychological Clinic	1558	6000 S. Staples Street, Suite 200	Corpus Christi	TX	78413
Durand, Robert	2032	4209 Bowstring Cove	Austin	TX	78735
Education Service Center, Region 2	1612	209 N. Water Street	Corpus Christi	TX	78401-2599
Eiland, Gary W.	2016	5 Benthaven Isle	Montgomery	TX	77356
Enrique's Uptown	2002	555 N. Carancahua Street	Corpus Christi	Texas	78401
Envirotest, LLC	2029	3902 Braxton Drive	Houston	TX	77063
ERF Tower II, Inc.	1934	P O Box 386	San Antonio	TX	78292-0386
Evans, Jordan Jalen	1978	4213 Christie Street	Corpus Christi	TX	78415
Everest Coffee	1630	1401 SPID	Corpus Christi	TX	78416
Experian Health, Inc.	1431	c/o Experian P O Box 846133	Los Angeles	Ca	90084-6133
Family Counseling Service	1964	3833 S. Staples, S203	Corpus Christi	TX	78411
Fedex	1021	P O Box 660481	Dallas	TX	75266-0481
Forensic & Clinical Psychology, Inc.	2028	4925 Everhart Road, Suite 106	Corpus Christi	TX	78411
Free Conferencing Corporation	1867	P O Box 41069	Long Beach	Ca	90853-1069
Frost National Bank	1436	P O Drawer 749	Corpus Christi	TX	78403-0749
Fuentes, Michael MD, PA	1698	5656 S. Staples, Suite 252	Corpus Christi	TX	78411
Garcia, Gabriel	1988	4657 Ocean Drive, Apt 220	Corpus Christi	TX	78412
Garcia, Maximiano	1913	3029 Houston Street	Corpus Christi	TX	78415
Garza, Erika L.	2006	3926 Panama Dr, Apt 196	Corpus Christi	TX	78415
Gebert, Araceli Silva	1985	P O Box 10575	Corpus Christi	TX	78460
Gonzales, Rudy	2040	734 Chase Drive	Corpus Christi	TX	78412
Graham, Thomas	2007	P O Box 264	Austin	TX	78767
Gray Photography, Inc.	2038	3850 S. Alameda Street Suite 21	Corpus Christi	TX	78411
Gulf Coast Graphics and Signs	1462	838 SPID	Corpus Christi	TX	78416
Gulf Coast Paper Co., Inc.	1148	P O Box 4227	Victoria	TX	77903
Hanson Professional Services, Inc.	1948	1525 South 6th Street	Springfield	IL	62703

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

Vendor Name	Vendor ID	Address	City	State	ZIP
Health Forum	1935	P O Box 92416	Chicago	IL	60675-2416
Health Management Associates	1870	One Michigan Avenue Building 120 North Washington Square, Suite 705	Lansing	MI	48933
Healthcare Compliance Pros	2031	10891 Scotty Drive	South Jordan	UT	84095
HEB	1691	3500 Leopard St	Corpus Christi	TX	78408
Home Depot	1430	4038 South Port Ave	Corpus Christi	TX	78415
Houchen Bindery, LTD	1858	340 First Street	Utica	NE	68456
Howard's BBQ & Catering	1845	1002 Antelope Street	Corpus Christi	TX	78401
IHS Global Inc.	1538	P O Box 847193	Dallas	TX	75284-7193
Ikonomopoulos, James, PhD, LPC-S	2026	2134 Shadi Street	Corpus Christi	TX	78418
Internal Revenue Svc - United States Treasury	1113	RAIVS Team, Stop 6716 AUSC	Austin	TX	73301
J3 Office Manager, LLC	1725	P O Box 9518	Corpus Christi	TX	78469
Jason's Deli	1032	6000 S. Staples, Suite 300	Corpus Christi	TX	78413
Jean's Restaurant Supply	2012	426 S. Staples	Corpus Christi	TX	78401
JLL Valuation & Advisory Services	1958	P O Box 71893	Chicago	IL	60694
Judge Ricardo H. Garcia Regional Juvenile	1975	Detention Facility P O Drawer 989	San Diego	TX	78384
King & Spalding LLP	1777	P O Box 116133	Atlanta	GA	30368-6133
Klaas, Christopher L, PhD.	1631	4444 Corona Drive, Suite 112	Corpus Christi	TX	78411
Kleberg County Clerks Office	1583	P O Box 1327	Kingsville	TX	78364-1327
La Hacienda Pharmacy	1397	213 S. Dr. E. E. Dunlap	San Diego	TX	78384
Law Offices of Steve Aragon	2019	401 West 15th St, Suite 840	Austin	TX	78701
Lenz, Alan Stephen	1965	8134 Resplandor Street	Corpus Christi	TX	78414
Level 3 Communications, LLC	2025	P O Box 910182	Denver	CO	80291-0182
LexisNexis Risk Solutions	1727	Billing ID 1420564 28330 Network Place	Chicago	IL	60673-1283
Liberty Resources, Inc.	1962	1045 James Street	Syracuse	NY	13203
Lincoln National Life Insurance Co.	1441	Employer Services (5H-26) Attn: Groupnet Processing P O Box 7864	Fort Wayne	IN	46801-7864
Lira, Rosalinda	2014	6216 Hidden Cove	Corpus Christi	TX	78412
Live Oak County Clerks Office	1817	P O Box 280	George West	TX	78022
Lone Star Shredding and Document Storage	1836	3GS, LLC 1970 West Expressway 83	Mercedes	TX	78570
Lowe's Home Centers, LLC	1973	1530 Airline Road	Corpus Christi	TX	78412
Malek, Inc.	1247	P O Box 679	Corpus Christi	TX	78403
Marco Electronics Sales & Services	2009	1628 Morgan Avenue	Corpus Christi	TX	78404
Martinez, Marcus	1943	2491 Digger Lane	Corpus Christi	TX	78415
Martinez, Nathan	1998	7026 Winter Park Place	Corpus Christi	TX	78413
Martinez, Roland Jr.	1893	4746 Mokry	Corpus Christi	TX	78415
Martinez, Troy Psy. D.	1815	4925 Everhart, Suite 106	Corpus Christi	TX	78411
McKesson Medical-Surgical, Inc.	1994	P O Box 936279	Atlanta	GA	31193-6279
McKibben, Martinez, Jarvis & Wood, LLP	1495	555 N. Carancahua, Suite 1100	Corpus Christi	TX	78401-0841
Meadows Mental Health Policy Institute for TX	1999	2800 Swiss Avenue	Dallas	TX	75204
MiCTA	1990	4805 Towne Centre, Suite 100	Saginaw	MI	48604
Milum Corporation	1413	P O Box 7771	Horseshoe Bay	TX	78657
Modern Healthcare	1342	Subscription Department P O Box 433277	Palm Coast	FL	32143-9678
Morin, Michael	1981	5301 Javelina Drive	Corpus Christi	TX	78413
Morin, Vincent G. Jr., DDS	1401	DDS Professional Services, Inc. P O Box 271130 6262 Weber Road, Suite 107	Corpus Christi	TX	78427-1130
Munoz, Luis	1864	3610 Lamont	Corpus Christi	TX	78415
Notary Public Underwriters	1407	P O Box 140106	Austin	TX	78714-0106

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

Vendor Name	Vendor ID	Address	City	State	ZIP
Nueces Center for Mental Health and	1267	Intellectual Disabilities 1630 South Brownlee	Corpus Christi	TX	78404-3178
Nueces Center for Mental Health and Intellect	1591	Disabilities - Youth Services 1630 S. Brownlee	Corpus Christi	TX	78404
Nueces County	1420	NC Clerk: Treasury Div. P O Box 583	Corpus Christi	TX	78403
Nueces County Appraisal District	1045	201 N. Chaparral, Suite 206	Corpus Christi	TX	78401
Nueces County District Clerk	1608	901 Leopard Street, #313	Corpus Christi	TX	78401
Nueces County Emergency Svc District #1	1762	5241 CR 73	Robstown	TX	78380
Nueces County Emergency Svc District #2	1968	337 Yorktown Blvd	Corpus Christi	TX	78418
Nueces County Emergency Svc District #4	1274	P O Box 260176	Corpus Christi	TX	78426
Nueces County Emergency Svc District #6	1854	c/o Gavanda Cadena 901 Hercules	Bishop	TX	78343
Nueces County Juvenile Department	1643	2310 Gollihar	Corpus Christi	TX	78415
Nueces County Tax Assessor-Collector	1147	Nueces County Courthouse 901 Leopard, Suite 301	Corpus Christi	TX	78401
Nueces County Treasury	1046	P O Box 583	Corpus Christi	TX	78401
Nueces Emergency Medicine Assoc. PA	1949	P O Box 731584	Dallas	TX	75373-1584
NYLIAC	1444	75 Remittance Dr., Suite 3021	Chicago	IL	60675-3021
Occupational Health Centers of the Southwest	1795	P O Box 9005	Addison	TX	75001-9005
Office Depot Credit Plan	1796	Dept 56 - 4203306971 P O Box 78004	Phoenix	AZ	85062-8004
Olive Garden	2001	5258 S. Padre Island Drive	Corpus Christi	TX	78411
Orange Health Solutions, Inc.	1651	Dept 3860 P O Box 123860	Dallas	TX	75312-3860
Ostarch, Hilmy, & McCauley	1984	P O Box 2888	Corpus Christi	TX	78403
P.O.E.T.S. Family Restaurant	1938	4825 Saratoga	Corpus Christi	TX	78413
Park Fowler & Co., PLLC	2003	4639 Corona Drive, Suite 100	Corpus Christi	Texas	78411
Pathfinder Consulting	1799	6125 Donington Drive	Corpus Christi	TX	78414
Patterson Capital Management	1145	Barton Oaks Plaza II 901 S. MoPac, Suite 195	Austin	TX	78746
Phillips, George T.	1966	805 Crestview Drive	Corpus Christi	TX	78412
Printing Dynamics	2021	3833 Apollo Road	Corpus Christi	TX	78413
Puente, Vicky	1995	3725 Amanda Lane	Robstown	TX	78380
Quest Diagnostics, Inc.	1285	P O Box 677960	Dallas	TX	75267-7960
Quill LLC	2004	P O Box 37600	Philadelphia	PA	19101-0600
Ramos, Enrique C., Jr, D.O.	1971	2005 Wallace Drive	Corpus Christi	TX	78412
Ray West Warehouses, Inc.	1390	P O Box 456	Corpus Christi	TX	78403
Ricoh USA, Inc	1947	P O Box 650016	Dallas	TX	75265-0016
RiskNomics, LLC	2027	880 Seven Hills Dr, #180	Henderson	NV	89052
Rite of Passage, Inc.	1912	Attn: Accounts Receivable 2560 Business Parkway, Suite A	Minden	NV	89423
Rosales, Ian	1847	7702 Las Miras Court	Corpus Christi	TX	78414
Runnels, Paige	1977	2612 Southwest Pkwy, Apt 232	Wichita Falls	TX	76308
SAVE Program MS 2620	1840	US Citizenship and Immigration Svcs Department of Homeland Security	Washington	DC	20529-2620
Script Care, Ltd	1379	P O Box 4356 Dept 2262	Houston	TX	77210-4356
Shaffer's Muffler & Automotive	1585	7014 South Padre Island Drive	Corpus Christi	TX	78412
SHI Government Solutions, Inc.	1715	P O Box 847434	Dallas	TX	75284-7434
Sorensen, Joshua	1930	3822 Holly Road, #462	Corpus Christi	TX	78415
Southern Networks	1403	615 North Upper Broadway Suite 710	Corpus Christi	TX	78477
SpawGlass	2039	2209 N. Padre Island Drive, Unit Y	Corpus Christi	TX	78408

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

Vendor Name	Vendor ID	Address	City	State	ZIP
SSI Group, LLC	1813	Dept #2455 P O Box 11407	Birmingham	AL	35246-2455
Stamps.com	stamps.c...	12959 Coral Tree Place	Los Angeles	CA	90066
Staples Business Advantage	1599	P O Box 105638	Atlanta	GA	30348-5638
Stericycle, Inc.	1987	P O Box 6575	Carol Stream	IL	60197-6575
Sugarbakers	2015	2766 Santa Fe Street	Corpus Christi	TX	78404
TAC - Unemployment Fund	1458	P O Box 487	San Antonio	TX	78292-0487
TASB, Inc.	1882	P O Box 975112	Dallas	TX	75397-5112
Teaching Hospitals of Texas	1233	1210 San Antonio Street, Suite 204	Austin	TX	78701
Texas A&M University-Corpus Chriti	2037	6300 Ocean Drive	Corpus Christi	TX	78412
Texas Assoc. of Counties	1097	Property & Casualty Self-Insurance Fund P O Box 2131	Austin	TX	78768
Texas Assoc. of Counties Risk Mgmt Pool	1062	Workers' Compensation Fund P O Box 2426	San Antonio	TX	78298-9900
Texas Association of Counties	1098	Risk Management Pool P O Box 2426	San Antonio	TX	78298-9900
	1543	P O Box 2131	Austin	TX	78768-2131
Texas Comptroller of Public Accounts	1747	P O Box 13186	Austin	TX	78711-3186
Texas Conference of Urban Counties	1976	500 W. 13th Street	Austin	TX	78701
Texas Department of Public Safety	1803	Agency 405 Crime Records Service P O Box 15999	Austin	TX	78761-5999
Texas Health Institute	2034	9111 Jollyville Road, Suite 280	Austin	TX	78759
Texas Hospital Association	1231	P O Box 95353	Grapevine	TX	76099-9733
Texas Social Security Program	1629	Employees Retirement System of Texas Attn: Finance Division P O Box 13207	Austin	TX	78711-3207
Texas State Directory Press	1138	P O Box 12186	Austin	TX	78711
Texas Windstorm Insurance Association	2024	P O Box 99090	Austin	TX	78709-9090
Things Remembered	1982	5488 SPID, #2212	Corpus Christi	TX	78411
TMF - Health Quality Institute	1251	3107 Oak Creek Drive, Suite 200	Austin	TX	78727-3107
Tony's Transfer	1983	1123 Craig Street	Corpus Christi	TX	78404
Transamerica Employee Benefits	1963	P O Box 653005	Dallas	TX	75265-3005
Tri DataCom, LLC	1619	P O Box 71442	Corpus Christi	TX	78467-1442
Trophy Land, Inc.	1336	5301 Everhart Road, #D2	Corpus Christi	TX	78411
U. S. Dept of Homeland Security	1850	Citizenship & Immigration Services Financial Operations P O Box 5000	Williston	VT	05495-5000
United Corpus Christi Chamber of Commerce	1310	602 N. Staples, Suite 150	Corpus Christi	TX	78401
Victoria Advocate	1868	P O Box 4237	Longview	TX	75606-4237
Victoria County	1521	c/o Pama Hencerling, Chief Prob. Officer 97 Foster Field Drive	Victoria	TX	77904
Volkman, Robert	1667	222 Lakeside Drive	Corpus Christi	TX	78418
Walmart	1492	1821 SPID	Corpus Christi	TX	
Wellpath LLC	1941	P O Box 842750	Dallas	TX	75284-2750
Wertz, Linda K.	2000	119 Dan Moody Trail	Georgetown	TX	78633
Wood, Boykin & Wolter	1499	615 N. Upper Broadway, Suite 1100	Corpus Christi	TX	78401-0748
Wood, Eric	1806	4430 Loveland Pass Ct	Corpus Christi	TX	78413
Wright National Flood Insurance Company	1835	P O Box 33070	St. Petersburg	FL	33733-8070
X-Ray on Wheels, Inc.	1346	P O Box 60577	Corpus Christi	TX	78466-0577
Xerox Business Solutions Southwest	1613	P O Box 205354	Dallas	TX	75320-5354
Zamora, Jimmie	2023	8041 Pavo Real Street	Corpus Christi	TX	78414

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

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal 2021 YTD	Budget 2021	Balance
<b>Intergovernmental Transfers</b>															
Health Dept - County - IGT	0.00	0.00	0.00	87,089.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,089.65	1,208,100.00	1,121,010.35
<b>County Healthcare Services</b>															
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	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	500,000.00	500,000.00
NC MHID - Fund Matching	0.00	0.00	0.00	242,289.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242,289.00	969,129.00	726,840.00
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	4,200,000.00	4,200,000.00
Mental Healthcare Services	0.00	0.00	184,751.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	184,751.00	556,801.00	372,050.00
Juvenile Center - Lab	0.00	650.00	1,275.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,925.50	407,000.00	
Juvenile Center - Doctors	2,743.33	16,958.67	15,824.34	2,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,976.34		
Juvenile Center - Pharmacy	1,665.89	336.26	1,760.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,762.24		
Juvenile Center - Other	573.30	270.00	1,228.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,071.92		
Subtotal	4,982.52	18,214.93	20,086.55	2,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,734.00	407,000.00	361,266.00
Nueces County Jail Services	292,040.33	292,040.33	353,224.55	353,224.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,290,529.76	5,250,800.00	3,960,270.24
<b>County</b>															
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	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	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	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	3,000,000.00	3,000,000.00
<b>Professional Fees</b>															
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	120,000.00	116,000.00
<b>Totals</b>	301,022.85	310,255.26	558,062.10	685,053.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,854,393.41	17,235,030.00	15,380,636.59

**Nueces County Hospital District  
Imputed Claims Experience for Calendar Year 2020  
As if Adjudicated January 1, 2020 through December 31, 2020**

<b>Service</b>	<b>Claims</b>	<b>Billed</b>	<b>Contract Amt.</b>	<b>Co Insurance</b>	<b>Net</b>
ER	4,045	20,724,659	2,539,399	128,871	2,410,528
ASU	753	13,667,487	1,156,785	51,623	1,105,162
Clinic	16,444	9,481,278	2,651,448	150,457	2,500,991
Obs	195	5,784,380	1,175,804	66,336	1,109,468
OP	9,162	28,559,953	6,982,664	386,667	6,595,997
Subtotal	30,599	78,217,757	14,506,100	783,954	13,722,146
IP	743	60,707,025	7,483,495	426,513	7,056,982
SNF	-				-
RX	132,291	44,984,170	18,370,348	680,272	17,690,076
Physician	38,098	11,928,583	3,411,600	172,967	3,238,633
Total	201,731	195,837,535	43,771,543	2,063,706	41,707,837

**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  
 Spain Corporate Member Revenue Analysis  
 Fiscal Year 2021

	Member Revenue % 2.0%												Totals
	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	119,128.41									2,022,873.70
Week 2	130,996.52	112,756.05	145,888.20	121,503.13									511,145.90
Week 3	132,319.80	166,248.28	158,045.36	119,189.07									575,802.51
Week 4	125,520.11	127,276.13	146,591.03										399,387.27
Week 5	125,380.74												125,380.74
Subtotal	2,138,806.12	545,845.43	590,115.96	359,820.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,634,588.12



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

TEMP-RETURN SERVICE REQUESTED

MB 01 001363 15300 B 5 A  
[Barcode]  
NUECES COUNTY HOSPITAL DISTRICT  
ATTN: JONNY HIPPI  
555 NORTH CARANCAHUA ST. SUITE 950  
CORPUS CHRISTI TX 78401-0835

RECEIVED  
JAN 11 2021

NCHD-ADMINISTRATION

PAGE 1 OF 4

Account Number [REDACTED]  
Statement Period 12/01/2020 through 12/31/2020  
Account Title CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT  
CHRISTUS SPOHN / NUECES CNTY ESCROW  
ADMINISTRATIVE OFFICER GCAS CLIENT SERVICE.  
13129923272 GCAS\_AMRS\_ESCROW\_CLIENT\_SERV  
E@BAML.COM  
ALTERNATE CONTACT CLIENT SERVICE.  
13129923272 GCAS\_AMRS\_ESCROW\_CLIENT\_SERV  
E@BOFA.COM

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PARTICIPATING PORTFOLIOS

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

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER	PORTFOLIO NAME
[REDACTED]	[REDACTED]





**CASH AND EQUIVALENTS**

5,911,250.62	BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4	5,911,250.62	5,911,250.62	295.59
<b>TOTAL CASH AND EQUIVALENTS</b>		<b>5,911,250.62</b>	<b>5,911,250.62</b>	<b>295.59</b>

**TRANSACTION SUMMARY**

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
<b>BEGINNING BALANCE</b>	0.00	0.00	5,911,226.32
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	24.30	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	-24.30	24.30
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
<b>ENDING BALANCE</b>	<b>0.00</b>	<b>0.00</b>	<b>5,911,250.62</b>

**TRANSACTION DETAIL**

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	<b>BEGINNING BALANCE</b>	0.00	0.00	5,911,226.32
12/01/20	INTEREST PAYMENT PAYABLE 12/01/20 BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4		24.30	



TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
12/01/20	SWEEP PURCHASE 24.3 SHARES		-24.30	24.30
	TRADE 12/01/20 BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4			
	<b>ENDING BALANCE</b>	<b>0.00</b>	<b>0.00</b>	<b>5,911,250.62</b>

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01/JAN/2021 CA NUECES COUNTY HOSPITAL DISTRICT 12/01/2020 thru 12/31/2020



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With respect to any "cash sweep vehicle", if applicable, Money Market Funds and Mutual Funds are not deposits within the meaning of the Federal Deposit Insurance Act (12 U.S.C. 1813 (f)), are not insured or guaranteed by the U.S. Government, the FDIC or any other government agency, are not insured, endorsed or guaranteed by Bank of America, are not obligations of Bank of America, and involve investment risk, including possible loss of principal. If a receiver were appointed for Bank of America, the client would have an ownership interest in the shares of the Money Market Fund or the Mutual Fund that Bank of America purchased on behalf of the client.

Nueces County Hospital District  
 Nueces LPPF Activity  
 Fiscal Year 2021

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	0.00	0.00	18,017,693.17	18,223,793.14	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	0.00
<b>Deposits</b>													
Christus Spohn		7,137,824.25											7,137,824.25
CCMC		5,322,796.00											5,322,796.00
CC Rehab		0.00	206,276.50										206,276.50
Driscoll		4,676,181.50											4,676,181.50
PAM Specialty		231,198.00											231,198.00
PAM Rehab		103,532.25											103,532.25
S. TX Surgical		546,131.50											546,131.50
Subtotal	0.00	18,017,663.50	206,276.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,223,940.00
Interest		29.67	138.92										168.59
Transfers In													0.00
<b>Total Deposits</b>	0.00	18,017,693.17	206,415.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,224,108.59
<b>Inter-Governmental Transfers</b>													
UC													0.00
DSRIP				(1,621,246.24)									(1,621,246.24)
DSH													0.00
NAIP													0.00
UHRIP													0.00
<b>Total IGT's</b>	0.00	0.00	0.00	(1,621,246.24)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1,621,246.24)
Bank Fees			(315.45)	(1,082.51)									(1,397.96)
Transfers Out													0.00
<b>Ending Balance</b>	0.00	18,017,693.17	18,223,793.14	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39	16,601,464.39

Nueces County Hospital District  
 Medicaid Payment Programs  
 Intergovernmental Transfer Activity

IGT Date	Description	Total NCHID IGT		Spohn			Spohn Rural (Alice/Beef/Kleberg)			CCMC			Driscoll			
		DSRIP	UC	DSH	UHRIP	NAIP	DSRIP	UHRIP	UC	DSRIP	UHRIP	UC	DSRIP	UHRIP	UC	
10/05/2020	UC DY4 Withheld		245,815					47,167								
10/09/2020	DSH-2021 Adv Pmt 1			2,555,320												
10/13/2020	NAIP					1,604,250										
11/04/2020	DSH-2021 Adv Pmt 2			2,711,953												
11/06/2020	UHRIP-PY4 Pmt 3				8,802,410											
11/10/2020	NAIP					1,604,250										
12/10/2020	NAIP					1,604,250										
12/24/2020	Refund-UHRIP Y15				(225,813)											
01/06/2021	DSRIP	4,755,079														
01/06/2021	DSRIP-LPPF								1,142,894						3,607,888	
01/11/2021	NAIP					1,604,250										
	<b>Total YTD FY2021</b>	<b>4,755,079</b>	<b>245,815</b>	<b>5,265,273</b>	<b>8,576,597</b>	<b>6,417,001</b>	<b>1,142,894</b>	<b>47,167</b>	<b>3,347,341</b>	<b>1,460,090</b>	<b>8,547,466</b>	<b>135,159</b>	<b>3,607,888</b>	<b>0</b>	<b>0</b>	
	<b>FY2012 to Date</b>	<b>316,189,537</b>	<b>367,969,183</b>	<b>165,894,226</b>	<b>54,209,228</b>	<b>83,343,050</b>	<b>42,212,701</b>	<b>14,343,879</b>	<b>142,583,135</b>	<b>99,489,036</b>	<b>46,663,102</b>	<b>102,432,459</b>	<b>256,134,351</b>	<b>0</b>	<b>15,561,911</b>	
	<b>Combined Totals</b>					<b>987,605,224</b>		<b>199,139,715</b>				<b>248,584,596</b>		<b>271,696,262</b>	<b>15%</b>	
																<b>14%</b>

\* 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/Plan		Total Receipts
		DSRIP	UC	UHRIP	UC	DSRIP	UHRIP	UHRIP	UHRIP	
10/05/2020	UC DY4 Withheld									428,141
10/09/2020	DSH-2021 Adv Pmt 1									2,553,320
10/13/2020	NAIP									1,604,250
11/04/2020	DSH-2021 Adv Pmt 2									2,711,953
11/06/2020	UHRIP-PY4 Pmt.3			2,648,948				323,637		23,969,200
11/10/2020	NAIP									1,604,250
12/10/2020	NAIP									1,604,250
12/24/2020	Refund-UHRIP Yr3			(65,961)				(2,674)		(593,946)
01/06/2021	DSRIP						272,240			6,170,215
01/06/2021	DSRIP-LPPF									5,067,978
01/11/2021	NAIP									1,604,250
										0
										0
	<b>Total YTD FY2021</b>	<b>0</b>	<b>2,582,987</b>	<b>0</b>	<b>0</b>	<b>272,240</b>	<b>272,240</b>	<b>320,963</b>	<b>320,963</b>	<b>46,723,859</b>
	<b>FY2012 to Date</b>	<b>24,949,804</b>	<b>15,449,906</b>	<b>47,723,156</b>	<b>0</b>	<b>17,444,507</b>	<b>17,444,507</b>	<b>1,800,808</b>	<b>1,800,808</b>	<b>1,814,393,978</b>
	<b>Combined Totals</b>	<b>88,122,866</b>	<b>5%</b>	<b>88,122,866</b>	<b>5%</b>	<b>17,444,507</b>	<b>1%</b>	<b>1,800,808</b>	<b>1%</b>	<b>1,814,393,978</b>
										<b>100%</b>

\* Total entity payments subject to HHSC review and administrative fees.

Nueces County Hospital District  
**Combined Balance Sheet - All Fund Types & Account Groups**  
 As of 12/31/2020  
 (In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
<b>Assets</b>						
Cash & Cash Equivalents	68,250,970 *	37,610,534	117,442	0	0	105,978,946
Investments	0	18,736,050	0	0	0	18,736,050
Accrued Interest	0	27,515	1	0	0	27,516
Taxes Receivable, Net of Allowance	24,870,820	0	0	0	0	24,870,820
Other Receivables	0	0	0	0	0	0
Due from Other Funds	5,449	0	0	0	0	5,449
Prepaid Expenditures	155,865	0	0	0	0	155,865
Restricted Cash & Cash Equivalents - LPPF	18,223,793	0	0	0	0	18,223,793
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
<b>Total Assets</b>	<b>111,506,898</b>	<b>56,374,099</b>	<b>117,443</b>	<b>32,192,476</b>	<b>41,354</b>	<b>200,232,269</b>
<b>Liabilities</b>						
Accounts Payable	2,454,554	0	0	0	0	2,454,554
Accrued Payroll & Related Liabilities	234,434	0	0	0	0	234,434
Intergovernmental Transfer Obligations	18,223,940	0	0	0	0	18,223,940
Due to Other Funds	0	0	5,449	0	0	5,449
Deferred Revenue	24,870,820	0	0	0	0	24,870,820
Long Term Paid Time Off	0	0	0	0	41,354	41,354
<b>Total Liabilities</b>	<b>45,783,748</b>	<b>0</b>	<b>5,449</b>	<b>0</b>	<b>41,354</b>	<b>45,830,550</b>
<b>Fund Equity</b>						
Fund Balance	35,204,244	0	111,993	32,192,476	0	67,508,713
Committed to:						
Intergovernmental Transfers	30,518,907	0	0	0	0	30,518,907
Indigent Care	0	56,373,261	0	0	0	56,373,261
Assigned to County Health Care	0	838	0	0	0	838
<b>Total Fund Equity</b>	<b>65,723,150</b>	<b>56,374,099</b>	<b>111,993</b>	<b>32,192,476</b>	<b>0</b>	<b>154,401,718</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>111,506,898</b>	<b>56,374,099</b>	<b>117,443</b>	<b>32,192,476</b>	<b>41,354</b>	<b>200,232,269</b>

\* General Fund Cash & Equivalents balance includes \$30,518,907 in committed funds.

Nueces County Hospital District  
Statement of Revenues and Expenditures - All Governmental and Trust Funds  
General Fund  
From 12/1/2020 Through 12/31/2020  
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
<b>Revenues</b>		
Taxes	4,210,405	14,082,056
Penalties & Interest - Taxes	14,707	41,864
Spohn Corporate Member Revenue	590,116	3,274,768
Investment Income	5,111	19,106
Other Income	223,591	226,264
Total Revenues	5,043,930	17,644,057
<b>Current Expenditures</b>		
Intergovernmental Transfers	261,003	12,684,957
County Healthcare Funding	758,232	2,074,028
Salaries	118,994	317,076
Benefits	48,165	168,696
Legal & Professional Fees	51,472	133,526
Purchased Services	128,840	379,227
Supplies & Materials	1,252	3,748
Rent & Leases	12,121	34,037
Repairs & Maintenance	0	100
Utilities	3,197	7,535
Insurance	1,823	5,474
Administrative & General	4,066	14,991
Total Current Expenditures	1,389,163	15,823,394
Excess of Revenues Over Expenditures Before Sources/Uses	3,654,766	1,820,663
Excess of Revenues Over Expenditures After Sources & Uses	3,654,766	1,820,663
Fund Balance, Beginning of Year		63,902,487
FUND BALANCE, END OF YEAR		65,723,150

**Nueces County Hospital District**  
**Statement of Revenues and Expenditures - All Governmental and Trust Funds**  
**Special Revenue Fund**  
**From 12/1/2020 Through 12/31/2020**  
**(In Whole Numbers)**

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	9,565	28,568
Total Revenues	9,565	28,568
Excess of Revenues Over Expenditures Before Sources/Uses	9,565	28,568
Excess of Revenues Over Expenditures After Sources & Uses	9,565	28,568
Fund Balance, Beginning of Year		56,345,530
FUND BALANCE, END OF YEAR		56,374,099

Nueces County Hospital District  
 Statement of Revenues and Expenditures - All Governmental and Trust Funds  
 Trust Fund  
 From 12/1/2020 Through 12/31/2020  
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	3
Total Revenues	1	3
Current Expenditures		
Benefits	1,871	2,954
Administrative & General	49	147
Total Current Expenditures	1,920	3,101
Excess of Revenues Over Expenditures Before Sources/Uses	(1,919)	(3,098)
Excess of Revenues Over Expenditures After Sources & Uses	(1,919)	(3,098)
Fund Balance, Beginning of Year		115,092
FUND BALANCE, END OF YEAR		111,993

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
General Fund  
From 12/1/2020 Through 12/31/2020  
(In Whole Numbers)

**UNAUDITED**

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
<b>Revenues</b>						
Taxes	4,210,405	3,871,289	339,116	14,082,056	13,127,811	954,245
Penalties & Interest - Taxes	14,707	21,645	(6,938)	41,864	74,732	(32,868)
Spohn Corporate Member Revenue	590,116	541,667	48,449	3,274,768	1,625,001	1,649,767
Investment Income	5,111	1,680	3,431	19,106	5,589	13,517
Other Income	223,591	0	223,591	226,264	0	226,264
Total Revenues	<u>5,043,930</u>	<u>4,436,281</u>	<u>607,649</u>	<u>17,644,057</u>	<u>14,833,133</u>	<u>2,810,924</u>
<b>Current Expenditures</b>						
Intergovernmental Transfers	261,003	4,847,984	4,586,981	12,684,957	21,928,573	9,243,616
County Healthcare Funding	758,232	1,136,963	378,731	2,074,028	6,231,536	4,157,508
Salaries	118,994	119,535	541	317,076	361,050	43,974
Benefits	48,165	54,949	6,784	168,696	179,344	10,648
Legal & Professional Fees	51,472	161,833	110,362	133,526	486,007	352,481
Purchased Services	128,840	112,035	(16,805)	379,227	390,151	10,924
Supplies & Materials	1,252	1,750	498	3,748	5,250	1,502
Rent & Leases	12,121	12,209	88	34,037	36,627	2,590
Repairs & Maintenance	0	751	751	100	2,253	2,153
Utilities	3,197	4,708	1,511	7,535	19,132	11,597
Insurance	1,823	2,166	343	5,474	6,506	1,032
Administrative & General	4,066	13,999	9,933	14,991	42,019	27,028
Capital Outlay	0	0	0	0	127,000	127,000
Extraordinary	0	417	417	0	1,251	1,251
Total Current Expenditures	<u>1,389,163</u>	<u>6,469,299</u>	<u>5,080,136</u>	<u>15,823,394</u>	<u>29,816,699</u>	<u>13,993,305</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>3,654,766</u>	<u>(2,033,018)</u>	<u>5,687,784</u>	<u>1,820,663</u>	<u>(14,983,566)</u>	<u>16,804,229</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>3,654,766</u>	<u>(2,033,018)</u>	<u>5,687,784</u>	<u>1,820,663</u>	<u>(14,983,566)</u>	<u>16,804,229</u>
Fund Balance, Beginning of Year				63,902,487	0	63,902,487
<b>FUND BALANCE, END OF YEAR</b>				<u>65,723,150</u>	<u>(14,983,566)</u>	<u>80,706,716</u>

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Tobacco Settlement Fund  
From 12/1/2020 Through 12/31/2020  
(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				<u>838</u>	<u>0</u>	<u>838</u>

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Indigent Care Fund  
From 12/1/2020 Through 12/31/2020  
(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	9,565	7,024	2,541	28,568	21,068	7,500
Total Revenues	9,565	7,024	2,541	28,568	21,068	7,500
Excess of Revenues Over Expenditures Before Sources/Uses	9,565	7,024	2,541	28,568	21,068	7,500
Excess of Revenues Over Expenditures After Sources & Uses	9,565	7,024	2,541	28,568	21,068	7,500
Fund Balance, Beginning of Year				56,344,692	0	56,344,692
FUND BALANCE, END OF YEAR				56,373,261	21,068	56,352,193

Nueces County Hospital District  
 Quarterly Investment Report  
 October 1, 2020 - December 31, 2020

Summary Holdings Statistics:

Portfolio as of September 30, 2020		Portfolio as of December 31, 2020	
Beginning Book Value	\$122,651,113	Ending Book Value	\$142,934,543
Beginning Market Value	\$122,655,359	Ending Market Value	\$142,954,137
Unrealized Gain/Loss	\$4,245	Unrealized Gain/Loss	\$19,594
Beginning WAM	109 Days	Ending WAM	125 Days
Beginning WAY	0.188%	Ending WAY	0.122%
Change in Market Value	\$20,298,778 <sup>1</sup>		
Investment Income for Period	\$47,677		
Quarter Average Yield - NCHD	0.142%		
Quarter Average Yield - 6 Mth T-Bill	0.100%		

This report is in compliance with Nueces County Hospital District's investment policy and strategies and in accordance with the Public Funds Investment Act.

INVESTMENT OFFICERS:

  
 JONNY F. HIPPI, ADMINISTRATOR

  
 BELINDA CHISM, ASSISTANT ADMINISTRATOR

  
 DONNA LITTLEFIELD, DIRECTOR OF ACCOUNTING & FINANCE

Notes

1. Change in Market Value is required data, but will primarily reflect the receipt and expenditure of the District's funds from quarter to quarter.

Nueces County Hospital District  
Investment Transaction Activity  
October 1, 2020 - December 31, 2020

Settle Date	Maturity	Call Date	Type	CUSIP	Coupon	Price	Par	Principal	Acc'd Interest	Total Settlement	Yield to Mat/Call	Broker
10/29/2020	02/15/2023	n/a	Mansfield TX ISD	564386RS1	4.000%	108.1000	1,620,000.00	1,751,220.00	0.00	1,751,220.00	0.447%	RBC Capital Mkts
12/03/2020	11/30/2023	11/30/2021	FFCB Call Note	3133EMHL9	0.310%	99.9150	4,000,000.00	3,996,600.00	103.33	3,996,703.33	0.339%/0.396%	Morgan Stanley

Total Purchases: 5,620,000.00 5,747,820.00 103.33 5,747,923.33

Maturities/Calls

Total Maturities/Calls: 0.00 0.00 0.00 0.00

Nueces County Hospital District  
Inventory Report - Holdings by Fund  
As of: 12/31/2020

Settle Date	Maturity Date	Location	Security	CUSIP	Avg Yield/ Coupon	Purchase Price	PAR	Beginning Book Value 09/30/2020	Beginning Market Value 09/30/2020	Ending Book Value 12/31/2020	Ending Market 12/31/2020	Gain/Loss	Accrued Interest	Yield Y-T-M	Days to Maturity
<b>Indigent Care Fund</b>															
12/31/2020	01/01/2021	TexPool	Investment Pool	#00002	0.091%	6,127,610	6,127,610	7,876,864	7,876,864	6,127,610	6,127,610	0	0	0.091%	1
12/31/2020	01/01/2021	LOGIC	Investment Pool		0.150%	21,746,288	21,746,288	23,736,581	23,736,581	21,746,288	21,746,288	0	0	0.150%	1
12/31/2020	01/01/2021	TexSTAR	Investment Pool		0.068%	9,735,797	9,735,797	11,729,878	11,729,878	9,735,797	9,735,797	0	0	0.068%	1
08/12/2020	08/10/2023	Safekkeeping	FNMA - Qrtly Call	3135G05R0	0.300%	3,993,000	4,000,000	3,993,471	3,995,272	3,994,356	4,001,196	6,840	4,667	0.359%	952
08/26/2020	08/25/2023	Safekkeeping	FNMA - Qrtly Call	3136G4Y31	0.340%	3,998,800	4,000,000	3,998,915	3,998,508	3,999,219	4,000,088	869	4,722	0.350%	967
08/28/2020	08/18/2023	Safekkeeping	FNMA - Call Note	3135G05V1	0.360%	4,000,000	4,000,000	4,000,000	4,002,352	4,000,000	4,001,992	1,992	5,280	0.360%	960
09/22/2020	08/15/2022	Safekkeeping	Arlington TX GO	041796XH1	0.306%	1,000,000	1,000,000	1,000,000	1,000,500	1,000,000	1,001,810	1,810	833	0.306%	592
10/29/2020	02/15/2023	Safekkeeping	Mansfield TX ISD	564386RS1	4.000%	1,751,220	1,620,000	0	0	1,741,367	1,746,344	4,977	10,980	0.447%	776
12/03/2020	11/30/2023	Safekkeeping	FFCB Call Note	3133EMHL9	0.310%	3,996,600	4,000,000	0	0	3,996,863	3,999,968	3,105	1,033	0.339%	1,064
			Subtotal			56,349,316	56,229,696	56,335,710	56,339,955	56,341,500	56,361,094	19,594	27,515	0.199%	315

<b>Tobacco Settlement Fund</b>															
12/31/2020	01/01/2021	TexPool	Investment Pool	#00007	0.091%	838	838	838	838	838	838	0	0	0.091%	1
			Subtotal			838	838	838	838	838	838	0	0	0.091%	1

<b>Trust Fund - Employee Health Benefits Trust</b>															
12/31/2020	01/01/2021	Frost Trust	Invesco Stit Treasury	825252406	0.010%	117,442	117,442	117,584	117,584	117,442	117,442	0	1	0.010%	1
			Subtotal			117,442	117,442	117,584	117,584	117,442	117,442	0	1	0.010%	1

<b>General Fund</b>															
12/31/2020	01/01/2021	Cash on hand	Petty Cash		0.000%	150	150	150	150	150	150	0	0	0.000%	1
12/31/2020	01/01/2021	TexPool	Investment Pool-GF	#00004	0.091%	36,727,916	36,727,916	24,836,178	24,836,178	36,727,916	36,727,916	0	0	0.091%	1
12/31/2020	01/01/2021	TexPool	Investment Pool-MR	#00009	0.091%	30,518,907	30,518,907	40,213,435	40,213,435	30,518,907	30,518,907	0	0	0.091%	1
12/31/2020	01/01/2021	Frost Bank	Checking - Operating	664025679	0.010%	1,002,481	1,002,481	1,145,701	1,145,701	1,002,481	1,002,481	0	0	0.010%	1
12/31/2020	01/01/2021	Frost Bank	Checking - Payroll	664027221	0.010%	1,517	1,517	1,516	1,516	1,517	1,517	0	0	0.010%	1
			Subtotal			68,250,970	68,250,970	66,196,981	66,196,981	68,250,970	68,250,970	0	0	0.090%	1

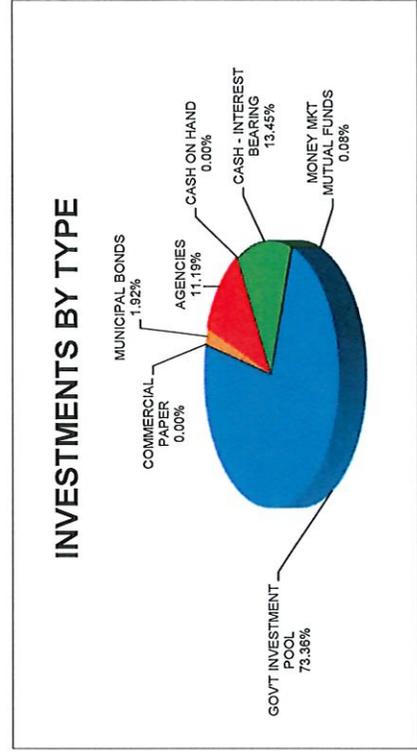
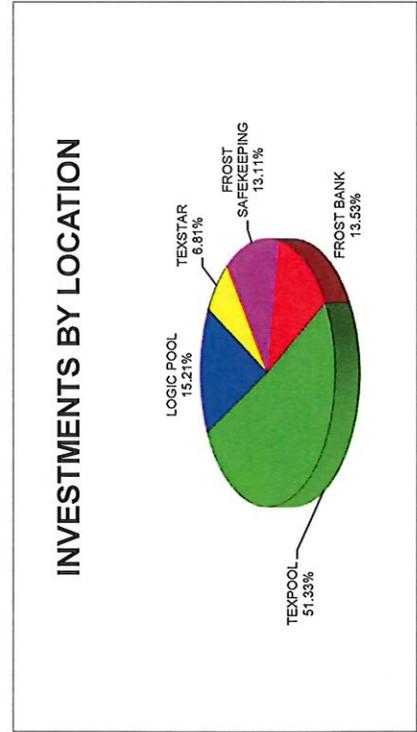
<b>Restricted Cash - General Fund</b>															
12/31/2020	01/01/2021	Frost Bank	Checking - Nueces LPPF	664043316	0.010%	18,223,793	18,223,793	0	0	18,223,793	18,223,793	0	0	0.010%	1
			Subtotal			18,223,793	18,223,793	0	0	18,223,793	18,223,793	0	0	0.010%	1

<b>TOTAL PORTFOLIO</b>															
						142,942,359	142,822,759	122,651,114	122,655,359	142,934,543	142,954,137	19,594	27,516	0.122%	125
														WAY	WAM

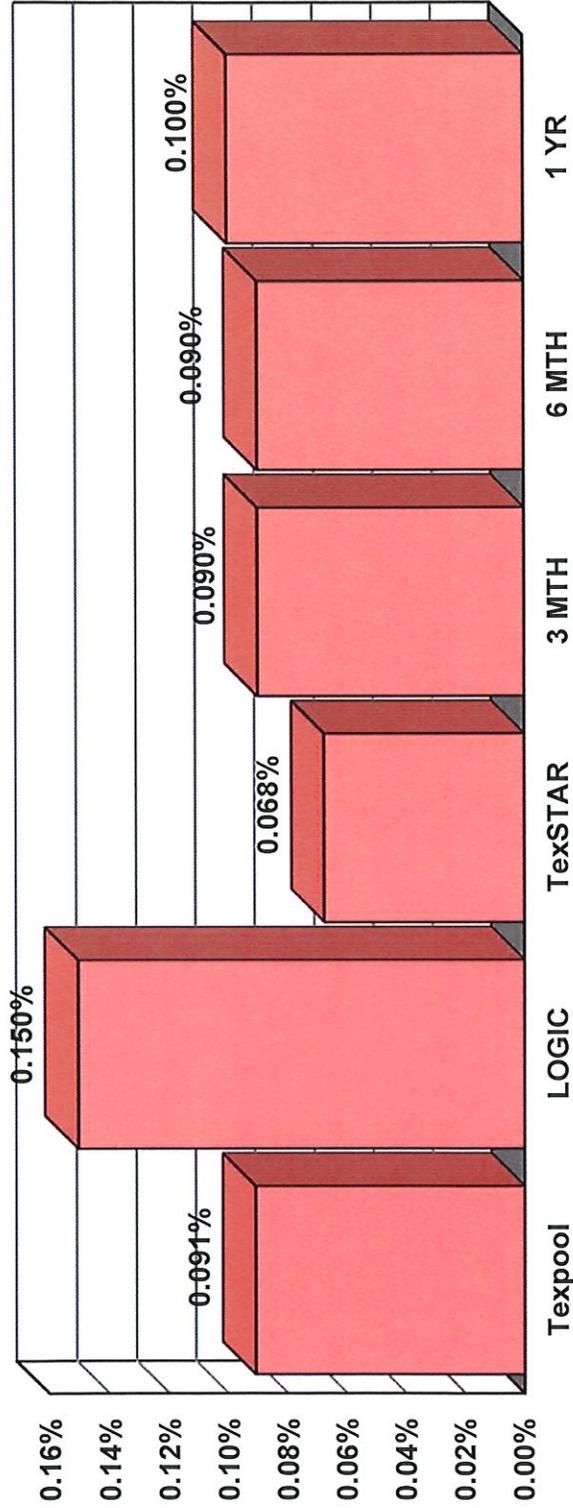
NUECES COUNTY HOSPITAL DISTRICT  
 INVESTMENTS SUMMARY BY LOCATION & TYPE  
 FY 2021 1ST QUARTER (OCTOBER 1 - DECEMBER 31, 2020)

	FROST BANK	TEXPOOL	LOGIC	TEXSTAR	FROST SAFEKEEPING	TOTAL	PERCENT BY TYPE OF INVESTMENT
CASH ON HAND	\$150	\$0	\$0	\$0	\$0	\$150	0.00%
CASH - INTEREST BEARING	\$19,227,791	\$0	\$0	\$0	\$0	\$19,227,791	13.45%
MONEY MKT MUTUAL FUNDS	\$117,442	\$0	\$0	\$0	\$0	\$117,442	0.08%
GOVT INVESTMENT POOLS	\$0	\$73,375,272	\$21,746,288	\$9,735,797	\$0	\$104,857,357	73.36%
COMMERCIAL PAPER	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
MUNICIPAL BONDS	\$0	\$0	\$0	\$0	\$2,741,367	\$2,741,367	1.92%
TREASURY NOTES AND BONDS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
AGENCIES	\$0	\$0	\$0	\$0	\$15,990,437	\$15,990,437	11.19%
<b>TOTAL INVESTMENTS</b>	<b>\$19,345,383</b>	<b>\$73,375,272</b>	<b>\$21,746,288</b>	<b>\$9,735,797</b>	<b>\$18,731,804</b>	<b>\$142,934,543</b>	<b>100.00%</b>

PERCENT BY HOLDER OF INVESTMENTS	13.53%	51.33%	15.21%	6.81%	13.11%	100.00%
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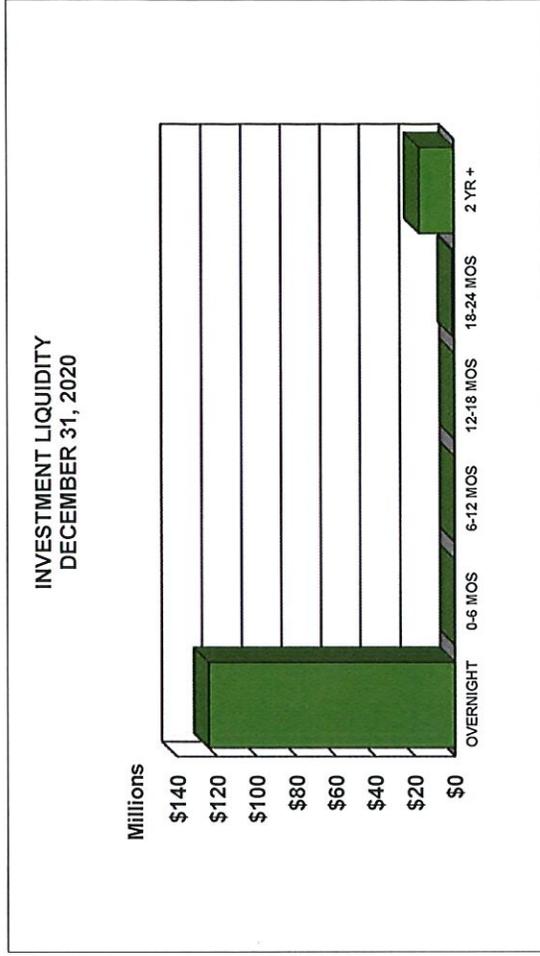


# NUECES COUNTY HOSPITAL DISTRICT POOL RATES V. TREASURIES DECEMBER 31, 2020

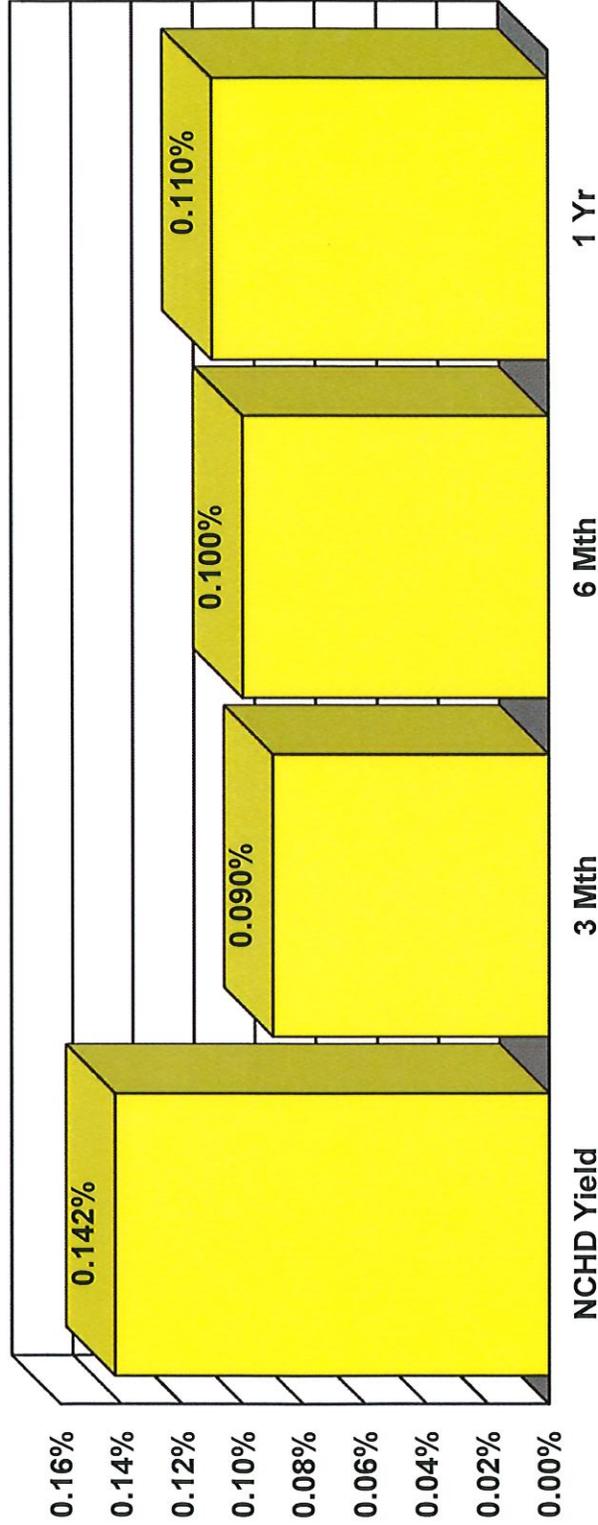


**NUECES COUNTY HOSPITAL DISTRICT  
 INVESTMENT SUMMARY BY LIQUIDITY  
 FY 2021 1ST QUARTER (OCTOBER 1 - DECEMBER 31, 2020)**

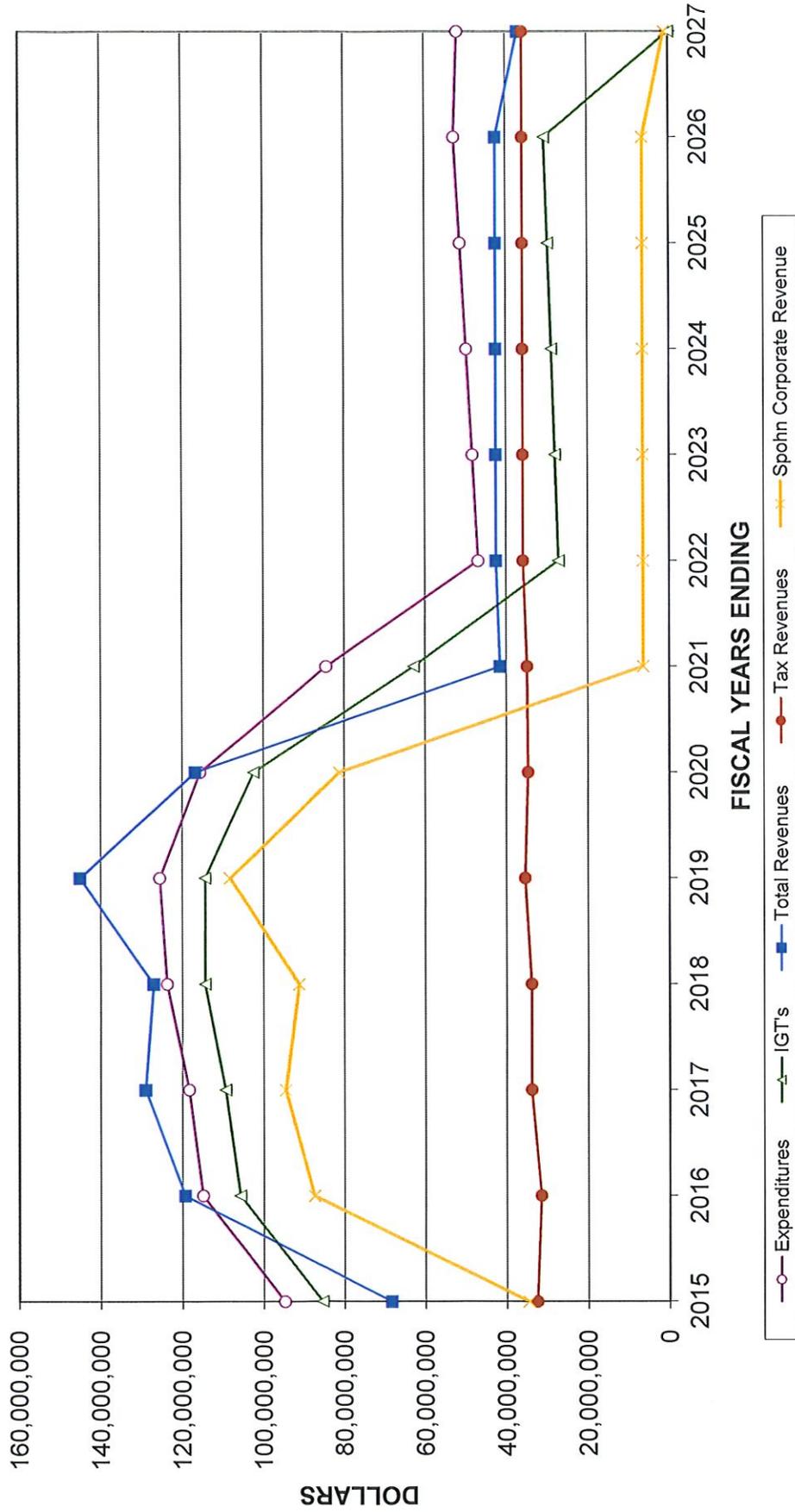
<u>INVESTMENT-YRS TO MATURITY</u>	<u>AMOUNT</u>	
CASH & CASH EQUIVALENTS	\$124,202,740	86.9%
MATURES IN 0-6 MONTHS	\$0	0.0%
MATURES IN 6-12 MONTHS	\$0	0.0%
MATURES IN 12-18 MONTHS	\$1,000,000	0.7%
MATURES IN 18-24 MONTHS	\$17,731,804	12.4%
48		
<b>TOTAL</b>	<b>\$142,934,543</b>	<b>100.0%</b>



# NUECES COUNTY HOSPITAL DISTRICT QUARTERLY BENCHMARK COMPARISON DECEMBER 31, 2020



**Chart 1**  
**NUECES COUNTY HOSPITAL DISTRICT**  
**HISTORICAL & PROJECTED EXPENDITURES & REVENUES**  
 Fiscal Years Ending 2015 - 2027



**Chart 2**  
**NUECES COUNTY HOSPITAL DISTRICT**  
**ANNUAL OPERATING DEFICITS & FUND BALANCE**  
 Fiscal Years Ending 2015-2027



## **Nueces County Hospital District 7 year Projection Assumptions**

### Revenues

- Tax Revenues for FY2022 through FY2025 will remain at the FY2021 budgeted producing No-New-Revenue for 2022-2025.
- Spohn Membership revenue will remain at the current rate of \$6.5 million for years 2022-2025. Spohn Membership contract will naturally terminate on September 30, 2026.
- ICA agreement will begin in FY2027 with \$1,000,000 in lease revenue.

### Expenses

- NCHD will decrease IGT's funding. IGT's requirements will increase 3% per year for 2022-2025.
- ICA agreement is in effect for FY 2027 requiring a payment \$29 million.
- County expenses will decrease in FY2022 by the amount paid to set-up the COVID ACS site. Only maintenance readiness fees for the ACS site are included in expenses for 2022-2025. A 3% increase per year is added to all county expenses beginning in FY2022.
- All other expenses increase by 3% per year.

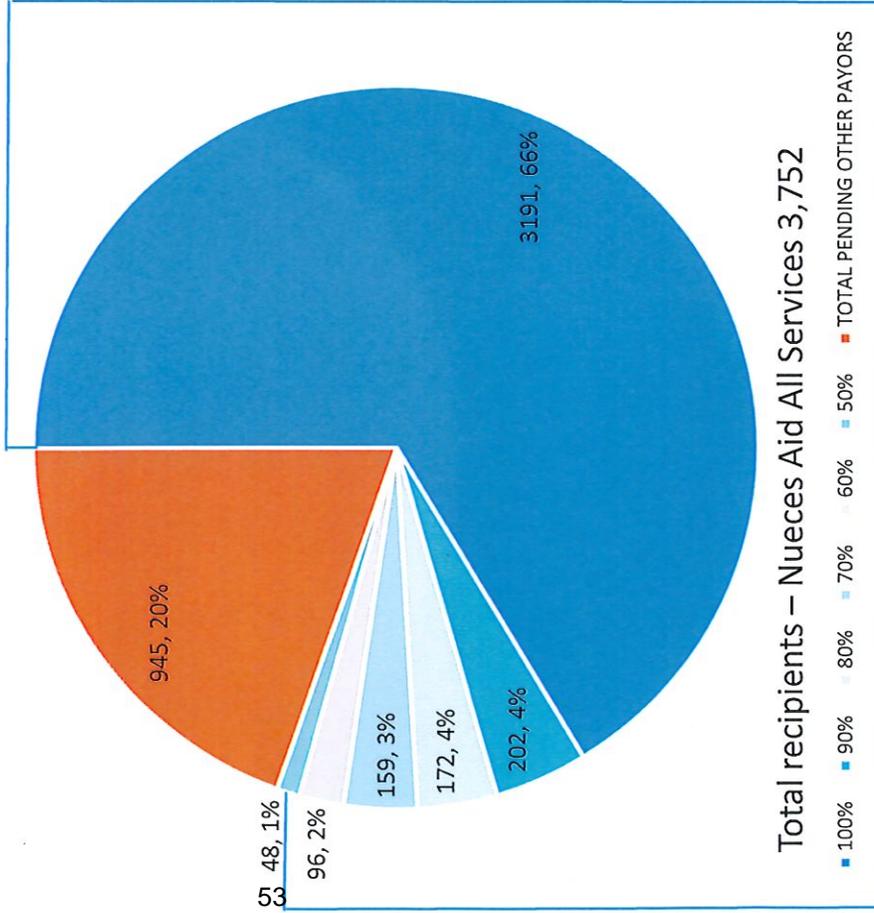
### Additional Inflows/Outflows

- Tobacco fund inflows continue at \$550,000 per year.

# December 2020

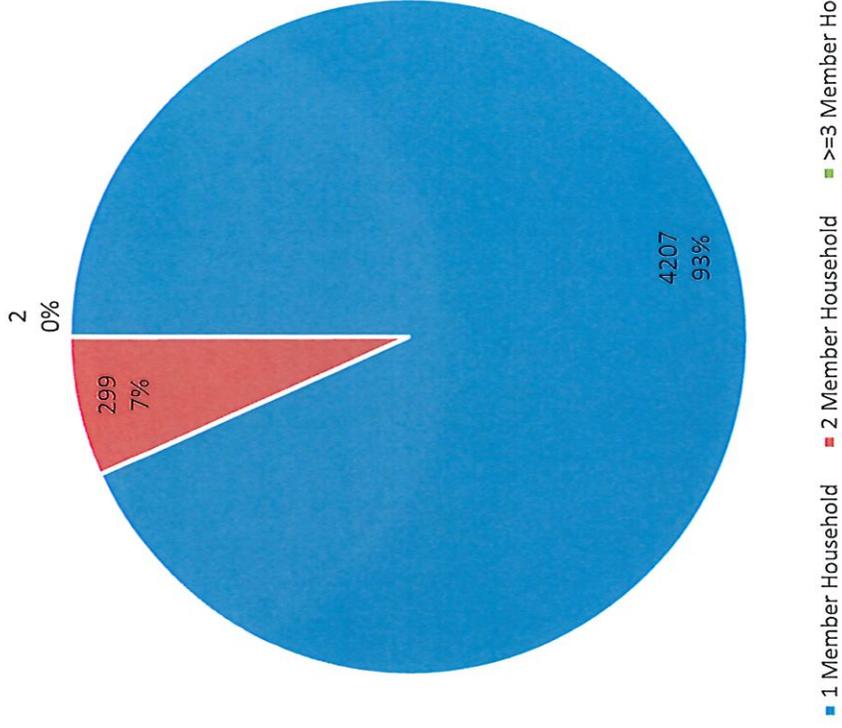
## Nueces Aid Program Enrollment

Total Enrolled  
4,813



Total recipients – Nueces Aid All Services 3,752

Total Households  
4,508





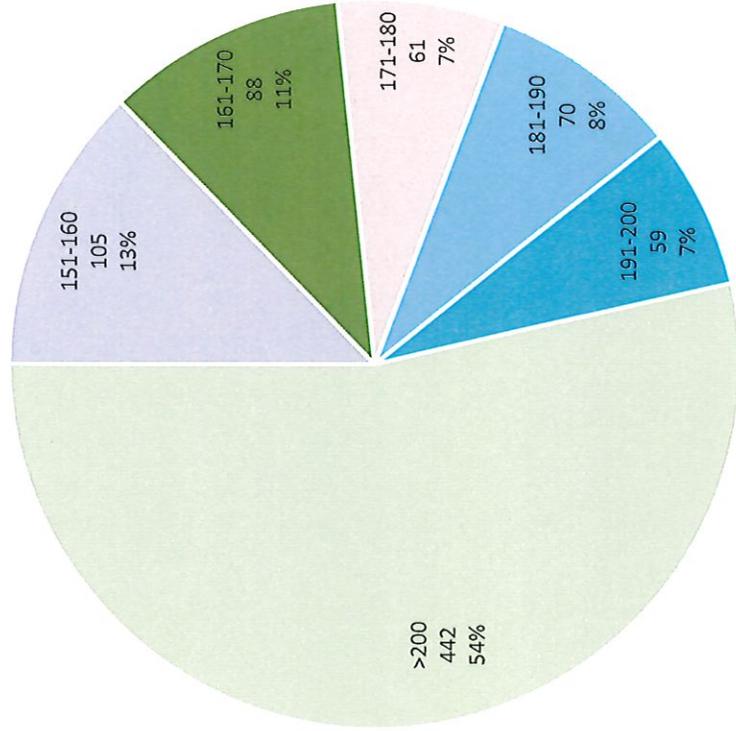
## Nueces Aid Program Enrollment Summary Calendar Year 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020 Average	Comments
<b>PENDING OTHER PAYORS</b>														
TANF	107	107	95	79	90	87	82	74	50	60	57	55	79	
%	8.4%	8.6%	7.8%	6.9%	7.6%	7.9%	7.9%	7.6%	5.8%	6.7%	6.2%	5.8%	7.4%	
SS/SSID	745	728	730	692	704	650	631	641	594	601	613	610	662	
%	58.8%	58.6%	59.9%	60.6%	59.3%	58.8%	60.5%	66.2%	69.0%	66.9%	66.4%	64.6%	62.0%	These individuals are eligible for NCHD assistance if denied assistance by other
Other Payor	416	408	393	370	393	369	330	253	217	238	253	280	327	
%	32.8%	32.8%	32.3%	32.4%	33.1%	33.4%	31.6%	26.1%	25.2%	26.5%	27.4%	29.6%	30.6%	payer.
<b>TOTAL PENDING OTHER PAYORS</b>	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899	923	945	1,067	
%	20.3%	20.1%	19.9%	19.4%	18.8%	19.1%	19.9%	20.9%	20.9%	20.0%	19.7%	19.6%	19.8%	
<b>HOUSEHOLDS BY SIZE</b>														
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	4,207	4,692	The percentage for each size household is calculated by dividing the number of each member household by the total number of households.
%	92.9%	93.1%	93.1%	93.0%	93.1%	93.4%	93.6%	93.0%	93.0%	93.0%	93.2%	93.3%	93.1%	
2 Member Household	393	388	381	371	396	347	302	294	263	288	292	299	335	
%	6.7%	6.7%	6.6%	6.8%	6.7%	6.4%	6.1%	6.8%	6.8%	6.8%	6.7%	6.6%	6.6%	
>=3 Member Household	20	14	14	15	15	15	12	9	6	7	5	2	11	
%	0.3%	0.2%	0.2%	0.3%	0.3%	0.3%	0.2%	0.2%	0.2%	0.2%	0.1%	0.0%	0.2%	
<b>TOTAL HOUSEHOLDS</b>	5,840	5,805	5,732	5,493	5,916	5,449	4,933	4,329	3,856	4,211	4,382	4,508	5,038	
55														

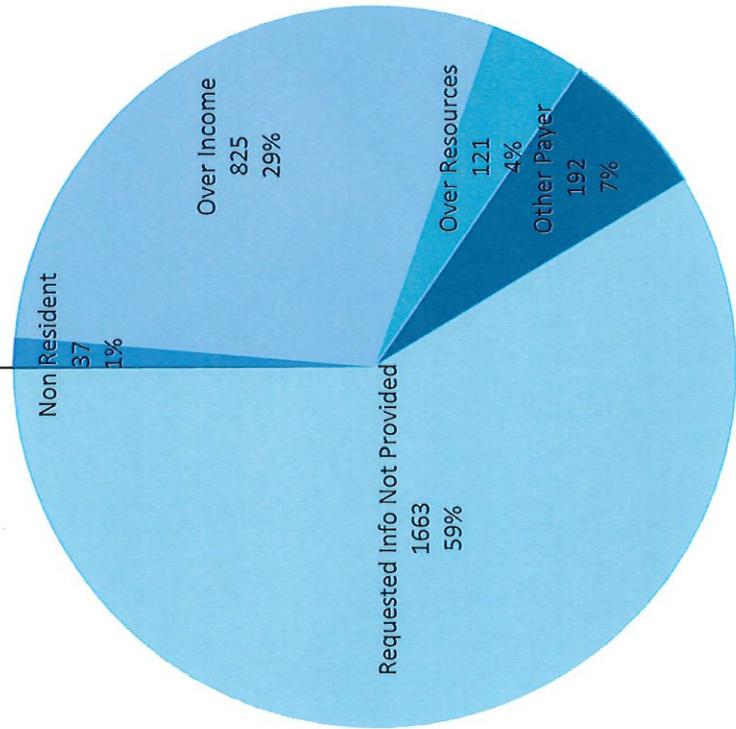
# NUECES AID DENIALS

## Calendar Year 2020 January-December

Comparison of Over Income Case  
to 2020 HHS Poverty Guidelines



Denial Reasons



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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020	Comments
<b>TOTAL APPLICATIONS</b>	1,320	1,037	1,374	1,391	1,256	813	955	1,086	1,040	1,000	765	777	12,814	
- 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%	514 66.2%	9,973 77.8%	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%	263 33.8%	2,841 22.2%	
<b>APPROVALS BY PLAN TYPE</b>														
<b>NUECES AID - All Services</b>														
100% %	772 68.2%	566 66.4%	801 68.9%	858 68.1%	758 69.7%	420 70.6%	478 67.6%	613 69.8%	480 67.7%	444 69.5%	285 65.2%	355 69.1%	6,830 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%	22 4.3%	395 4.0%	
80% %	48 4.2%	37 4.3%	49 4.2%	54 4.3%	46 4.2%	19 3.2%	24 3.4%	25 2.8%	38 5.4%	28 4.4%	13 3.0%	20 3.9%	401 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%	15 2.9%	331 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%	10 1.9%	220 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%	5 1.0%	196 2.0%	
<b>TOTAL</b> %	945 83.5%	720 84.5%	971 83.5%	1,068 84.8%	920 84.6%	514 86.4%	578 81.8%	743 84.6%	600 84.6%	535 83.7%	352 80.5%	427 83.1%	8,373 84.0%	
<b>HOUSEHOLDS BY SIZE - APPROVED</b>														
1 Member Household %	988 93.2%	740 92.8%	1003 92.5%	1079 92.1%	961 93.8%	509 92.2%	601 91.9%	722 90.3%	635 94.5%	556 93.0%	397 95.0%	426 90.4%	8,617 92.6%	The percentage for each size household is calculated by dividing the number of household holds 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%	44 9.3%	665 7.1%	
3 or > Member Household %	2 0.2%	2 0.3%	3 0.3%	6 0.5%	1 0.1%	0 0.0%	1 0.2%	2 0.3%	0 0.0%	1 0.2%	1 0.2%	1 0.2%	20 0.2%	Households pending other payors are not included.
<b>TOTAL HOUSEHOLDS APPROVED</b>	1,060	797	1,084	1,171	1,025	552	654	800	672	598	418	471	9,302	

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2020	Comments
<b>NCHD DENIALS - Reasons for Denials</b>														
Non Resident %	4 2.1%	2 1.1%	4 1.9%	4 3.0%	3 1.8%	3 1.4%	1 0.4%	7 3.4%	1 0.3%	6 1.7%	1 0.3%	1 0.4%	37 1.3%	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
Over Income %	78 41.5%	57 30.8%	52 24.6%	24 18.2%	54 32.1%	96 44.0%	91 36.7%	71 34.1%	77 23.3%	106 29.4%	62 18.9%	57 21.7%	825 29.0%	
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%	11 4.2%	121 4.3%	
Other Payer %	21 11.2%	26 14.1%	23 10.9%	22 16.7%	13 7.7%	13 6.0%	12 4.8%	13 6.3%	12 3.6%	17 4.7%	13 4.0%	7 2.7%	192 6.8%	
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%	186 70.7%	1663 58.5%	
Undocumented Aliens %	1 0.5%	0 0.0%	1 0.3%	0 0.0%	1 0.4%	3 0.1%	Note: UA code eff 08/01/01							
<b>TOTAL DENIALS</b>	188	185	211	132	168	218	248	208	331	361	328	263	2,841	
<b>HOUSEHOLDS BY SIZE - DENIED</b>														
1 Member Household %	155 90.1%	139 85.3%	172 89.6%	100 86.2%	133 88.1%	151 81.6%	192 87.3%	166 88.3%	254 86.7%	272 85.8%	252 86.6%	210 88.6%	2196 87.0%	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
2 Member Household %	16 9.3%	22 13.5%	19 9.9%	15 12.9%	17 11.3%	34 18.4%	28 12.7%	21 11.2%	39 13.3%	44 13.9%	37 12.7%	25 10.5%	317 12.6%	
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 0.8%	12 0.5%	Households pending other payors are not included.
<b>TOTAL HOUSEHOLDS DENIED</b>	172	163	192	116	151	185	220	188	293	317	291	237	2,525	
<b>PENDING APPLICATIONS</b>														
Pending documentation	141	139	86	123	124	207	311	437	574	362	263	255	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	11	11	
SSI-SSID	84	52	73	78	67	41	70	80	61	50	50	47	47	
Other Payer	73	49	88	82	64	29	44	40	37	37	27	29	29	

**NUECES COUNTY HOSPITAL DISTRICT**  
**87<sup>th</sup> Texas Legislative Session**  
**Legislation Update**  
**January 27, 2021**

Adopted Legislation List	Bills Filed
<p>1. Texas Health and Safety Code, Chapter 281, Hospital Districts in Counties of at Least 190,000:</p> <p style="padding-left: 20px;">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 <u>for residents of the district</u>, including public health services, mental health and <u>mental retardation intellectual disability</u> services, emergency medical services, health services provided to persons confined in jail facilities, and for other health related purposes.”</p>	
<p>2. Texas Health and Safety Code, Chapter 285, Special Provisions Relating to Hospital Districts:</p> <p style="padding-left: 20px;">a. Amend title of Subchapter F, Liability of Nonprofit Management Contractor, to read as follows: “SUBCHAPTER F. LIABILITY OF <u>NONPROFIT</u> MANAGEMENT CONTRACTOR”;</p> <p style="padding-left: 20px;">b. Amend §285.071, Definition, to read as follows: “In this chapter, "hospital district management contractor" means a <u>nonprofit</u> 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</p>	

<p>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 <u>or provision of services</u> 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.”</p>	
<p>3. Texas Health and Safety Code, Chapter 298C, Nueces County Hospital District Health Care Provider Participation Program:</p> <p>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, <del>2024</del> <u>2023</u>.”</p> <p>b. Amend Subchapter A, General Provisions, §298C.004(b) to read as follows: “This chapter expires December 31, <del>2024</del> <u>2023</u>.”</p>	<p>By: Hinojosa, S.B. No.273</p>
<p>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.</p>	

By: Hinojosa

S.B. No. 273

A BILL TO BE ENTITLED

1 AN ACT  
2 relating to the expiration of the health care provider  
3 participation program administered and operated by the Nueces  
4 County Hospital District.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Section 298C.004, Health and Safety Code, as  
7 added by Chapter 694 (S.B. 2315), Acts of the 86th Legislature,  
8 Regular Session, 2019, is repealed.

9 SECTION 2. Section 2, Chapter 694 (S.B. 2315), Acts of the  
10 86th Legislature, Regular Session, 2019, is repealed.

11 SECTION 3. To the extent of any conflict, this Act prevails  
12 over another Act of the 87th Legislature, Regular Session, 2021,  
13 relating to nonsubstantive additions to and corrections in enacted  
14 codes.

15 SECTION 4. This Act takes effect September 1, 2021.

**NUECES COUNTY HOSPITAL DISTRICT**  
**87<sup>th</sup> Texas Legislative Session**  
**Proposed Legislation List**  
**January 27, 2021**

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.
  
5. Amend Texas Health and Safety Code 281.094, USE OF CERTAIN FUNDS BY THE NUECES COUNTY HOSPITAL DISTRICT, to allow use of tax-levied funds for indigent care and to fund health care services, including public health services, mental health and mental retardation services, emergency medical services, health services provided to persons confined in jail facilities, and for other health related purposes. (See next page)

## CURRENT LANGUAGE

Sec. 281.094. USE OF CERTAIN FUNDS BY THE NUECES COUNTY HOSPITAL DISTRICT. (a) 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, including public health services, mental health and mental retardation services, emergency medical services, health services provided to persons confined in jail facilities, and for other health related purposes.

(b) The board of the Nueces County Hospital District may use funds made available to the district from any source to fund:

(1) indigent health care; and

(2) intergovernmental transfers from the district to the state for use as the nonfederal share of Medicaid supplemental payment program or waiver program payments for eligible health care providers located inside or outside the district's boundaries, including, but not limited to, any payments available through a waiver granted under Section 1115, Social Security Act (42 U.S.C. Section 1315), or other similar payment programs, subject to the limitation prescribed by Subsection (c).

(c) Neither the funds comprising an intergovernmental transfer described by Subsection (b)(2) nor any federal funds obtained from any such transfer may be used by the board of the Nueces County Hospital District or any entity to expand eligibility for medical assistance (Medicaid) under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Added by Acts 1999, 76th Leg., ch. 1133, Sec. 1, eff. June 18, 1999.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1373 (S.B. [1863](#)), Sec. 1,  
eff. June 14, 2013

THIS LEGISLATIVE SUPPORT RESOLUTION WAS EITHER STILL BEING PREPARED OR IN LEGAL REVIEW AT THE TIME THE AGENDA PACKET WAS ASSEMBLED; IT WILL BE DISTRIBUTED BEFORE THE BOARD MEETING.

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THIS AGENDA ITEM IS A PLACEHOLDER IN THE EVENT AN ALTERNATE CARE SITE LETTER AGREEMENT IS READY FOR BOARD ACTION AT THE MEETING.

IF A LETTER AGREEMENT IS READY, IT WILL BE DISTRIBUTED PRIOR TO THE BOARD MEETING.

**INTERLOCAL AGREEMENT  
BETWEEN  
NUECES COUNTY,  
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES,  
AND NUECES COUNTY HOSPITAL DISTRICT**

This Interlocal Cooperation Agreement "Agreement" is made and entered into on the Effective Date by and between Nueces County herein "County", the Nueces Center for Mental Health and Intellectual Disabilities herein "NCMHID", and the Nueces County Hospital District herein "NCHD" all whose principal offices are located in Corpus Christi, Nueces County, Texas. County, NCMHID, and NCHD may be referred to herein individually as "Party" and collectively as "Parties."

**WITNESSETH**

**WHEREAS**, the County is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS**, the NCMHID is an agency of the State of Texas whose primary purpose is to provide mental health services in the community and the NCMHID has previously organized, operated, or directed local programs relating to the diversion of persons from jails or other detention facilities for the purpose of providing mental health services, including services for associated substance abuse issues, to those persons and such programs included crisis services and jail diversion, magistrate courts orders and pre-trial diversion, local competency restoration, and other similar and related programs.

**WHEREAS**, the NCHD is a political subdivision of the State of Texas whose duty is to furnish medical aid and hospital care to indigent and needy persons residing within the NCHD's boundaries and § 281.094, Texas Health & Safety Code enables the NCHD to use funds from non-tax sources to fund health care services, including mental health services with Commissioners Court approval;

**WHEREAS**, the County requested that the NCHD fund certain mental health-related programs to be provided by or through the NCMHID relating to diversion of persons from jails or other detention facilities, through the expansion of a Forensic ACT Program for the purpose of providing mental health services, including services for associated substance abuse issues.

**WHEREAS**, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code which permits agreements (interlocal agreement) between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and undertakings herein contained, the Parties agree as follows:

**SECTION I**  
**DEFINITION OF TERMS**

- 1.1 Terms Stated Above. For the purposes of the Agreement, the terms "Agreement," "County," "NCMHID," and "NCHD" shall have the meanings indicated above.

1.2 Additional Terms. For purposes of this Agreement, the following terms shall have the meanings assigned below:

- 1.2.1 “Forensic ACT Program” An intensive service designed to improve clients’ mental health outcomes and daily functioning; reduces recidivism by addressing criminogenic risks and needs; diverts individuals in need of treatment away from the criminal justice system; manages costs by reducing reoccurring arrest, incarceration, and hospitalization; and increase public safety. The team will in-reach the jail and work closely with law enforcement to engage, enroll, and provide intensive outpatient services and supports to individuals frequently interacting with law enforcement who require a great deal of support to achieve recover and stability in the community.
- 1.2.2 “Services” means the Forensic ACT Program provided by NCMHID under this Agreement.
- 1.2.3 “Agreement Sum” means the amount not to exceed One Million Three Hundred and Forty Thousand Dollars (\$1,340,000) paid under this Agreement by NCHD to NCMHID during the Agreement Term.
- 1.2.4 “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's production of Services under this Agreement.
- 1.2.5 “Monthly NCMHID Expense Reimbursement” means the Agreement Sum paid by NCHD to NCMHID as reimbursement for costs over the Term, subject to the limitation set forth in Section 5.13
- 1.2.6 “Monthly County Expense Reimbursement” means the monthly amount paid by NCHD to County as reimbursement for monthly County Costs over the Term, subject to the limitation set forth in Section 5.13.
- 1.2.8 “Forensic ACT Program” Services Costs” means the direct cost or costs incurred by NCMHID in providing a Forensic ACT Program under this Agreement.
- 1.2.9 “Participant” means an individual in contact with the justice or law enforcement systems that has consented to and is enrolled in one or more of the Services.
- 1.2.10 “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff's department.

**SECTION II**  
**AGREEMENTS OF NUECES COUNTY**

County agrees as follows:

- 2.1 Provision of Work Spaces and Facilities. To provide, at its sole cost and expense, the necessary work spaces, physical facilities (including a space suitable for a mock-court) and all related public utilities required by NCMHID to provide the Services under the Agreement.

- 2.2 Facilitation and Coordination of Services. To facilitate and coordinate interaction between any County Departments with NCMHID, that NCMHID believes necessary in provision of Services under the Agreement.
- 2.3 Goals. Develop goals, to be collaboratively developed and mutually agreed upon by and between NCHD, The County, and NCMHID (“County Goals”) to be achieved by NCMHID for each of the Services during the Agreement Term. The County Goals shall include both operational and outcome objectives for each Service.

**SECTION III**  
**AGREEMENTS OF**  
**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**

NCMHID agrees as follows:

- 3.1 Forensic ACT Program. To provide a Forensic ACT Program as requested and defined utilizing all available resources described herein. NCMHID will provide data as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by County
- 3.2 Progress Reports. Submit quarterly reports to County and NCHD describing NCMHID’s progress toward accomplishment of the County Goals during the preceding quarter.
- 3.3 Service Utilization Information. Submit quarterly Program-specific information to County and NCHD on each Program’s utilization of each Service during the preceding quarter.
- 3.4 Sustainable Funding. Undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future Services.
- 3.5 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.
- 3.6 Expense Reimbursement Request Submission. Not later than the tenth (10<sup>th</sup>) day of each month during the Term, submit a written request to NCHD requesting Monthly NCMHID Expense Reimbursement for each Service provided during the preceding month (the "NCMHID Payment Request"). The NCMHID Payment Requests shall include a Net NCMHID Costs Schedule as described in Section 3.8 below.
- 3.7 Net NCMHID Costs Schedule. As a part of the NCMHID Payment Request, provide NCMHID a sufficiently itemized written schedule, in a form acceptable to NCHD, detailing the monthly NCMHID Costs of each Service; the Schedule shall be net of all associated revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID (see Section 3.5 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule"). When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.

- 3.8 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.9 Disputed Net NCHMID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), to meet in good-faith with NCHD to discuss and resolve any disputed amount(s). In the event the disputed amount(s) cannot be resolved between the two parties within thirty (30) days of NCHD's disputed amount(s) notice to NCMHID, then NCMHID shall pay NCHD the NCMHID Repayment Amount and/or remove the disputed amounts, as applicable.
- 3.10 County Jail Access. NCMHID agrees to abide by any security protocols required by the Sheriff when working in the Nueces County Jail(s). The Sheriff may deny access to such jail(s) in his sole discretion should he determine the access to be a security risk.
- 3.11 Cooperation. NCMHID agrees to fully consult, assist, and cooperate with County and NCHD third-party consultants as requested by them concerning their review of the Services. NCMHID will act in good faith when consulting, assisting, and cooperating with these consultants.

**SECTION IV**  
**AGREEMENTS OF NUECES COUNTY HOSPITAL DISTRICT**

NCHD agrees as follows:

- 4.1 NCMHID Expense Reimbursement. After receipt of the NCMHID Payment Request, NCHD shall review and approve Cost Schedule and reimburse NCMHID, subject to section 4.2 below, the amount of the Request; the reimbursement shall be remitted to NCMHID not later than the thirtieth (30<sup>th</sup>) day following receipt of the Request.
- 4.2 Disputed Net NCMHID Cost Schedule Amounts. Upon receipt of the Net NCMHID Cost Schedule, send to NCMHID within fifteen (15) days following receipt of said Schedule a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with NCMHID to discuss and resolve any disputed amount(s).
- 4.3 County Costs Reimbursement. After receipt of a County Payment Request, NCHD shall review the Request and reimburse the County, subject to Section 4.4 below, the amount of the Request; the reimbursement shall be remitted to County not later than the thirtieth (30<sup>th</sup>) day following receipt of the Request.
- 4.4 Disputed County Costs Invoice Amounts. Upon receipt of a County Payment Request, send to County within fifteen (15) days following receipt of the Request a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with County to discuss and resolve any disputed amount(s).

**SECTION V**  
**AGREEMENTS BY ALL PARTIES**

County, NCMHID, and NCHD agree as follows:

- 5.1 Effective Date, Termination Date, and Term. This Agreement shall begin on October 1, 2020 at 12:01 a.m. (the “Effective Date”) and end September 30, 2021 at 11:59 p.m. (the “Termination Date”). The term of this Agreement shall be interval between the Effective Date and Termination Date, inclusive of said Dates (the “Agreement Term”).
- 5.2 Mutual Agreements. The Parties agree to the respective agreements of each Party and Party combinations set forth herein wherever same may be expressed in this Agreement.
- 5.3 County Control. County exercises no control over NCMHID, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that County shall facilitate and coordinate NCMHID’s provision of Services with the relevant personnel of and within the work spaces and facilities of the County’s judicial, law enforcement, and jail systems. County exercises no control over NCHD, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that Nueces County Commissioners Court shall approve the amount NCHD pays to NCMHID for Services during the Agreement Term. This Agreement shall not be construed as creating an employer/employee relationship between County and NCMHID or between County and NCHD.
- 5.4 NCMHID Control. NCMHID exercises no control over County or NCHD, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between NCMHID and County or between NCMHID and NCHD.
- 5.5 NCHD Control. NCMHID exercises no control over County or NCMHID, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement, except that NCHD's Board of Managers is statutorily required to budget and approve the aggregate annual amount NCHD reimburses NCMHID and County for Services during the Term. This Agreement shall not be construed as creating an employer/employee relationship between NCHD and County or between NCHD and NCMHID.
- 5.6 Captions and Headings. The captions and headings used in this Agreement are for convenience only and do not limit the contents of the Agreement.
- 5.7 Privacy/Confidentiality/Use of Medical Information. The Parties agree that certain information, reports, and data created under this Agreement may be subject to applicable privacy and confidentiality of medical information and medical record laws, and the Parties agree to comply in all material respects with such laws. The Parties also agree to take any and all reasonable precautions to prevent disclosure or misuse of any and all medical information, records, reports, and data resulting from this Agreement for any purpose unrelated to providing the Services and which are unrelated to the administration of this Agreement.
- 5.8 Entire Agreement. This Agreement, including any schedules, exhibits, or amendments shall constitute the entire agreement of the Parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements,

understandings, negotiations, and agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the Effective Date.

- 5.9 No Subcontracting or Assignment Binding Effect. No party shall subcontract or assign their duties, obligations, or responsibilities under this Agreement to any other party or parties without the prior written consent of each other party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5.10 Liability. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the provision of services by any other Party.
- 5.11 Insurance Coverage. Each Party providing a service under this Agreement shall provide, at its sole cost and expense, commercial or other similarly performing insurance providing general liability, worker's compensation, and professional liability coverages for its employees and/or contractors providing services under this Agreement.
- 5.12 Notices. Any requests, replies, notices, or demands for or permitted by a Party under this Agreement must be in writing and shall be sent by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

**County:** Nueces County Judge  
901 Leopard St., Room 303  
Corpus Christi, Texas 78401-3697

With a copy to:  
Nueces County Attorney  
901 Leopard St., Room 207  
Corpus Christi, Texas 78401-3680

**NCMHID:** Nueces Center for Mental Health and Intellectual Disabilities  
Attn: Chief Executive Officer  
1630 S. Brownlee Blvd.  
Corpus Christi, Texas 78404-3134

**NCHD:** Nueces County Hospital District  
Attn: Administrator/Chief Executive Officer  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835

- 5.13 NCHD Maximum Annual Expenditure. NCHD shall not pay NCMHID more than the Agreement Sum for NCMHID's provision of the Services under this Agreement during the Agreement Term. NCHD shall not have any additional payment obligations to NCMHID under this Agreement during the Agreement Term or thereafter. NCHD shall not have any expenditure obligations to County under this Agreement during the Agreement Term or thereafter.

- 5.14 NCHD Funds. NCHD's payment for NCMHID's performance of governmental services pursuant to this Agreement must be made from funds from non-tax sources.
- 5.15 Annual Appropriations. The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, if applicable, must be included in the budget for that year and is not effective until approved by NCHD's Board of Managers and then Nueces County Commissioners Court.
- 5.16 Compliance with Laws. All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each Party's performance under this Agreement.
- 5.17 Acknowledgment of Federal HIPAA Obligations. The Parties acknowledge their mutual responsibilities as covered entities under the federal Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "HIPAA"). The Parties acknowledge that federal regulations relating to the privacy of individually identifiable health information require covered entities to comply with the privacy standards adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and as modified by amendments adopted on August 14, 2002, 67 Fed. Reg. 53264 (the "Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services to or on behalf of a covered entity comply with certain obligations regarding the privacy of health information. However, the Parties further understand that the Privacy Standards specifically state that a business associate relationship is not established when a health care provider discloses administrative information. Accordingly, the Parties agree that language sufficient to satisfy the business associate requirements set forth in the Privacy Standards is not required in this Agreement; however, the Parties shall agree to take any other further actions that are necessary from time to time to ensure the parties' mutual compliance with the Privacy Standards.
- 5.18 Amendment. This Agreement may be amended only by written agreement approved by each respective governing body at a publically noticed meeting and signed by the duly authorized representative of the governing body.
- 5.19 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.
- 5.20 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Nueces County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.
- 5.21 Severability. If any term(s) or provision(s) contained in this Agreement is or are determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.
- 5.22 Records and Access. Upon written request of County, or any of their duly authorized agents or representatives, NCMHID shall make available to County those records, books, and documents necessary to verify the status, nature, extent, and amount of any and all Services provided by NCMHID during the Agreement Term. Upon written request of NCHD, or any of its duly

authorized agents or representatives, NCMHID shall make available to NCHD those records, books, and documents necessary to verify the nature and extent of costs, expenses, and services provided during the Agreement Term.

- 5.23 Officer's Authority. Each of the officers who have executed this Agreement on behalf of their respective Party and hereto warrants that he has the power and authority to execute this Agreement on behalf of such Party and to bind such Party to the terms and provisions of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREED, SIGNED, and ENTERED** by the duly authorized officers of Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and Nueces County Hospital District on the dates hereinafter indicated.

**NUECES COUNTY**  
("County")

By: \_\_\_\_\_  
Barbara Canales.  
Nueces County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
J. C. Hooper  
Nueces County Sheriff

Date: \_\_\_\_\_

**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**  
("NCMHID")

By: \_\_\_\_\_  
Mike Davis  
Chief Executive Officer

Date: \_\_\_\_\_

**NUECES COUNTY HOSPITAL DISTRICT**  
("NCHD")

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

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN  
NUECES COUNTY,  
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES,  
AND NUECES COUNTY HOSPITAL DISTRICT**

This Interlocal Cooperation Agreement "Agreement" is made and entered into on the Effective Date by and between Nueces County, herein "County", the Nueces Center for Mental Health and Intellectual Disabilities, herein "NCMHID", and the Nueces County Hospital District, herein "NCHD" all whose principal offices are located in Corpus Christi, Nueces County, Texas. County, NCMHID, and NCHD may be referred to herein individually as "Party" and collectively as "Parties."

**WITNESSETH**

**WHEREAS**, the County is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS**, the NCMHID is an agency of the State of Texas whose primary purpose is to provide mental health services in the community and the NCMHID has previously organized, operated, or directed local programs relating to the diversion of persons from jails or other detention facilities for the purpose of providing mental health services, including services for associated substance abuse issues, to those persons and such programs included crisis services and jail diversion, magistrate courts orders and pre-trial diversion, local competency restoration, and other similar and related programs; although such programs were generally considered successful by parties associated with them then, said programs were eventually ended due to loss of funding;

**WHEREAS**, the NCHD is a political subdivision of the State of Texas whose duty is to furnish medical aid and hospital care to indigent and needy persons residing within the NCHD's boundaries and §281.094, Texas Health & Safety Code enables the NCHD to use funds from non-tax sources to fund health care services, including mental health services with Commissioners Court approval;

**WHEREAS**, the County requested that the NCHD fund certain mental health-related programs to be provided by or through the NCMHID relating to diversion of persons from jails or other detention facilities, including Crisis Intervention Teams, Jail Diversion, expansion of mobile crisis outreach, and development of jail-based competency restoration for the purpose of providing mental health services, including services for associated substance abuse issues, and

**WHEREAS**, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code which permits agreements (interlocal agreement) between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and undertakings herein contained, the Parties agree as follows:

**SECTION I**  
**DEFINITION OF TERMS**

- 1.1 Terms Stated Above. For the purposes of the Agreement, the terms “Agreement,” “County,” “NCMHID,” and “NCHD” shall have the meanings indicated above.
- 1.2 Additional Terms. For purposes of this Agreement, the following terms shall have the meanings assigned below:
- 1.2.1 “Jail Diversion and Crisis Intervention Services” individually, the terms “Jail Diversion” and “Crisis Intervention Services” mean as follows: (a) the term “Jail Diversion Services” means pre and post-booking services that identify individuals with serious mental illness and/or a substance abuse/dependence disorder in contact with the justice system and redirect them from incarceration to community-based mental health and/or substance abuse treatment and support services as appropriate; and (b) the term “Crisis Intervention Services” means a pre-booking assessment and Jail Diversion service providing a specialized mental health response to law enforcement requests for assistance involving individuals with mental health and/or substance abuse issues. The aggregate term “Jail Diversion and Crisis Intervention” means Jail Diversion Services that includes Crisis Intervention Teams and Expanded Mobile Crisis Outreach Services.
- 1.2.2 “Jail-Based Competency Restoration Services” means services to restore the competency to stand trial to an individual found by a court to be incompetent to do so due to an active mental illness or an intellectual disability.
- 1.2.3 “Services” means the Jail Diversion, Crisis Intervention, Expanded Mobile Crisis Outreach, and Jail-Based Competency Restoration Services provided by NCMHID under this Agreement.
- 1.2.4 “Agreement Sum” means the amount not to exceed Two Million Two Hundred and Ninety Thousand Dollars (\$2,290,000) paid under this Agreement by NCHD to NCMHID during the Agreement Term.
- 1.2.5 “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's production of Services under this Agreement.
- 1.2.6 “Monthly NCMHID Expense Reimbursement” means the Agreement Sum paid by NCHD to NCMHID as reimbursement for costs over the Term, subject to the limitation set forth in Section 5.13
- 1.2.7 “County Costs or Costs” means the cost or costs incurred by County that are completely attributable to and associated with NCMHID's production of law enforcement Crisis Intervention Services by the Sheriff under this Agreement.
- 1.2.8 “Monthly County Expense Reimbursement” means the monthly amount paid by NCHD to County as reimbursement for monthly County Costs over the Term, subject to the limitation set forth in Section 5.13.

- 1.2.9 “Jail Diversion and Crisis Intervention Services Costs” means the direct cost or costs incurred by NCMHID in its provision of Jail Diversion, Crisis Intervention, and Expanded Mobile Crisis Outreach Services under this Agreement. For purposes of this Subsection, “Crisis Intervention Services Costs includes law enforcement officers and/or law enforcement vehicles related to and associated with NCMHID’s production of law enforcement Crisis Intervention Services by law enforcement agencies.
- 1.2.10 “Jail-Based Competency Restoration Services Costs” means the direct cost or costs incurred by NCMHID in its provision of Jail-Based Competency Restoration Services under this Agreement.
- 1.2.11 “Participant” means an individual in contact with the justice or law enforcement systems that has consented to, and is enrolled in and is receiving or has received one or more of the Services.
- 1.2.12 “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff’s department.

**SECTION II**  
**AGREEMENTS OF NUECES COUNTY**

County agrees as follows:

- 2.1 Provision of Work Spaces and Facilities. To provide, at its sole cost and expense, the necessary work spaces, physical facilities (including a space suitable for a mock-court) and all related public utilities required by NCMHID to provide the Services under the Agreement.
- 2.2 Facilitation and Coordination of Services. To facilitate and coordinate interaction between any County Departments with NCMHID, that NCMHID believes necessary in provision of Services under the Agreement.
- 2.3 Goals. Develop goals, to be collaboratively developed and mutually agreed upon by and between NCHD, The County, and NCMHID (“County Goals”) to be achieved by NCMHID for each of the Services during the Agreement Term. The County Goals shall include both operational and outcome objectives for each Service.

**SECTION III**  
**AGREEMENTS OF**  
**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**

NCMHID agrees as follows:

- β[HM1].1 Jail Diversion, Expanded Crisis Intervention, Expanded Mobile Crisis Outreach Services. To provide Jail Diversion, Expanded Crisis Intervention, and Expanded Mobile Crisis Outreach Services as requested and defined utilizing all available resources described herein. NCMHID will

provide data related to the services provided by NCMHID under this agreement as requested regarding the number of Participants per month, and utilization of its resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by the County.

- 3.2 Jail-Based Competency Restoration Services. To provide Jail-Based Competency Restoration Services as defined herein utilizing all available resources for all individuals eligible while in Nueces County Jail. NCMHID will provide data as requested regarding the number of Participants per month, and utilization of resources dedicated to Jail Based Competency Restoration services as facilitated and coordinated by the County.
- 3.3 Progress Reports. Submit quarterly reports to County and NCHD describing NCMHID's progress toward accomplishment of the County Goals during the preceding quarter.
- 3.4 Service Utilization Information. Submit quarterly Program-specific information to County and NCHD on each Program's utilization of each Service during the preceding quarter.
- 3.5 Sustainable Funding. Undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future Services.
- 3.6 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.
- 3.7 Expense Reimbursement Request Submission. Not later than the tenth (10<sup>th</sup> day of each month during the Term), NCMHID shall submit a detailed itemized written invoice to NCHD requesting Monthly NCMHID Expense Reimbursement for each Service provided during the preceding month (the "NCMHID Payment Request"). The NCMHID Payment Requests shall include a Net NCMHID Costs Schedule as described in Section 3.8 below.
- 3.8 Net NCMHID Costs Schedule. As a part of the NCMHID Payment Request, NCMHID shall provide a sufficiently itemized written schedule, in a form acceptable to NCHD, detailing the monthly NCMHID Costs of each Service; the Schedule shall be net of all associated revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID (see Section 3.5 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule"). When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.
- 3.9 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.10 Disputed Net NCHMID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCMHID ~~to~~ will meet in good-faith with NCHD to discuss and resolve any disputed amount(s). In the event the disputed amount(s) cannot be resolved between the two parties within thirty (30) days of NCHD's written notice of disputed amount(s) to NCMHID, then NCMHID shall pay NCHD the NCMHID Repayment Amount and/or remove the disputed amounts, as applicable.

- 3.11 County Jail Access. NCMHID agrees to abide by any security protocols required by the Sheriff when working in the Nueces County Jail(s). The Sheriff may deny access to such jail(s) in his sole discretion should he determine the access to be a security risk.
- 3.12 Cooperation. NCMHID agrees to fully consult, assist, and cooperate with any County and NCHD third-party consultants as requested concerning review of the Services provided under the Agreement. NCMHID will act in good faith when consulting, assisting, and cooperating with these consultants.

**SECTION IV**  
**AGREEMENTS OF NUECES COUNTY HOSPITAL DISTRICT**

NCHD agrees as follows:

- 4.1 NCMHID Expense Reimbursement. After receipt of the NCMHID Payment Request, NCHD shall review and approve Cost Schedule and reimburse NCMHID, subject to section 4.2 below, the amount of the Request; the reimbursement shall be remitted to NCMHID not later than the thirtieth (30<sup>th</sup>) day following receipt of the Request.
- 4.2 Disputed Net NCMHID Cost Schedule Amounts. Upon receipt of the Net NCMHID Cost Schedule, NCHD shall send to NCMHID within fifteen (15) days following receipt of said Schedule a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with NCMHID to discuss and resolve any disputed amount(s).
- 4.3 County Costs Reimbursement. After receipt of a County Payment Request, NCHD shall review the Request and reimburse the County, subject to Section 4.4 below, the amount of the Request; the reimbursement shall be remitted to County not later than the thirtieth (30<sup>th</sup>) day following receipt of the Request.
- 4.4 Disputed County Costs Invoice Amounts. Upon receipt of a County Payment Request, NCHD shall send to County within fifteen (15) days following receipt of the Request a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with County to discuss and resolve any disputed amount(s).

**SECTION V**  
**AGREEMENTS BY ALL PARTIES**

County, NCMHID, and NCHD agree as follows:

- 5.1 Effective Date, Termination Date, and Term. This Agreement shall begin on October 1, 2020 at 12:01 a.m. (the "Effective Date") and end September 30, 2021 at 11:59 p.m. (the "Termination Date). The term of this Agreement shall be interval between the Effective Date and Termination Date, inclusive of said Dates (the "Agreement Term").
- 5.2 Mutual Agreements. The Parties agree to the respective agreements of each Party and Party combinations set forth herein wherever same may be expressed in this Agreement.

- 5.3 County Control. County exercises no control over NCMHID, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that County shall facilitate and coordinate NCMHID's provision of Services with the relevant personnel of and within the work spaces and facilities of the County's judicial, law enforcement, and jail systems. County exercises no control over NCHD, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that Nueces County Commissioners Court shall approve the amount NCHD pays to NCMHID for Services during the Agreement Term. This Agreement shall not be construed as creating an employer/employee relationship between County and NCMHID or between County and NCHD.
- 5.4 NCMHID Control. NCMHID exercises no control over County or NCHD, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between NCMHID and County or between NCMHID and NCHD.
- 5.5 NCHD Control. NCHD exercises no control over County or NCMHID, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement, except that NCHD's Board of Managers is statutorily required to budget and approve the aggregate annual amount NCHD reimburses NCMHID and County for Services during the Term. This Agreement shall not be construed as creating an employer/employee relationship between NCHD and County or between NCHD and NCMHID.
- 5.6 Captions and Headings. The captions and headings used in this Agreement are for convenience only and do not limit the contents of the Agreement.
- 5.7 Privacy/Confidentiality/Use of Medical Information. The Parties agree that certain information, reports, and data created under this Agreement may be subject to applicable privacy and confidentiality of medical information and medical record laws, and the Parties agree to comply in all material respects with such laws. The Parties also agree to take any and all reasonable precautions to prevent disclosure or misuse of any and all medical information, records, reports, and data resulting from this Agreement for any purpose unrelated to providing the Services and which are unrelated to the administration of this Agreement.
- 5.8 Entire Agreement. This Agreement, including any schedules, exhibits, or amendments shall constitute the entire agreement of the Parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations, and agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the Effective Date.
- 5.9 No Subcontracting or Assignment Binding Effect. No party shall subcontract or assign their duties, obligations, or responsibilities under this Agreement to any other party or parties without the prior written consent of each other party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5.10 Liability. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the provision of services by any other Party.

- 5.11 Insurance Coverage. Each Party providing a service under this Agreement shall provide, at its sole cost and expense, commercial or other similarly performing insurance providing general liability, worker's compensation, and professional liability coverages for its employees and/or contractors providing services under this Agreement.
- 5.12 Notices. Any requests, replies, notices, or demands for or permitted by a Party under this Agreement must be in writing and shall be sent by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

**County:** Nueces County Judge  
 901 Leopard St., Room 303  
 Corpus Christi, Texas 78401-3697

With a copy to:  
 Nueces County Attorney  
 901 Leopard St., Room 207  
 Corpus Christi, Texas 78401-3680

**NCMHID:** Nueces Center for Mental Health and Intellectual Disabilities  
 Attn: Chief Executive Officer  
 1630 S. Brownlee Blvd.  
 Corpus Christi, Texas 78404-3134

**NCHD:** Nueces County Hospital District  
 Attn: Administrator/Chief Executive Officer  
 555 N. Carancahua St., Suite 950  
 Corpus Christi, Texas 78401-0835

- 5.14 NCHD Funds. NCHD's payment for NCMHID's performance of governmental services pursuant to this Agreement must be made from funds from non-tax sources.
- 5.15 Annual Appropriations. The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, if applicable, must be included in the budget for that year and is not effective until approved by NCHD's Board of Managers and then Nueces County Commissioners Court.
- 5.16 Compliance with Laws. All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each Party's performance under this Agreement.
- 5.17 Acknowledgment of Federal HIPAA Obligations. The Parties acknowledge their mutual responsibilities as covered entities under the federal Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "HIPAA"). The Parties acknowledge that federal regulations relating to the privacy of individually identifiable health information require covered entities to comply with the privacy standards adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and as modified by amendments adopted on August 14, 2002, 67 Fed. Reg. 53264 (the

“Privacy Standards”). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services to or on behalf of a covered entity comply with certain obligations regarding the privacy of health information. However, the Parties further understand that the Privacy Standards specifically state that a business associate relationship is not established when a health care provider discloses administrative information. Accordingly, the Parties agree that language sufficient to satisfy the business associate requirements set forth in the Privacy Standards is not required in this Agreement; however, the Parties shall agree to take any other further actions that are necessary from time to time to ensure the parties’ mutual compliance with the Privacy Standards.

- 5.18 Amendment. This Agreement may be amended only by written agreement approved by each respective governing body at a publically noticed meeting and signed by the duly authorized representative of the governing body.
- 5.19 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.
- 5.20 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Nueces County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.
- 5.21 Severability. If any term(s) or provision(s) contained in this Agreement is or are determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.
- 5.22 Records and Access. Upon written request of County, or any of their duly authorized agents or representatives, NCMHID shall make available to County those records, books, and documents necessary to verify the status, nature, extent, and amount of any and all Services provided by NCMHID during the Agreement Term. Upon written request of NCHD, or any of its duly authorized agents or representatives, NCMHID shall make available to NCHD those records, books, and documents necessary to verify the nature and extent of costs, expenses, and services provided during the Agreement Term.
- 5.23 Officer’s Authority. Each of the officers who have executed this Agreement on behalf of their respective Party and hereto warrants that he has the power and authority to execute this Agreement on behalf of such Party and to bind such Party to the terms and provisions of this Agreement.

**AGREED, SIGNED, and ENTERED** by the duly authorized officers of Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and Nueces County Hospital District on the dates hereinafter indicated.

**NUECES COUNTY**  
 (“County”)

By: \_\_\_\_\_  
Barbara Canales,  
Nueces County Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
J. C. Hooper  
Nueces County Sheriff

Date: \_\_\_\_\_

**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES  
("NCMHID")**

By: \_\_\_\_\_  
Mike Davis  
Chief Executive Officer

Date: \_\_\_\_\_

**NUECES COUNTY HOSPITAL DISTRICT  
("NCHD")**

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

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN  
NUECES COUNTY,  
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES,  
AND NUECES COUNTY HOSPITAL DISTRICT**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into on the Effective Date by and between Nueces County herein (“County”), the Nueces Center for Mental Health and Intellectual Disabilities herein (“NCMHID”), and the Nueces County Hospital District herein (“NCHD”) all whose principal offices are located in Corpus Christi, Nueces County, Texas. County, NCMHID, and NCHD may be referred to herein individually as “Party” and collectively as “Parties.”

**WITNESSETH**

**WHEREAS**, the County is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS**, the NCMHID is an agency of the State of Texas whose primary purpose is to provide mental health services in the community and the NCMHID has previously organized, operated, or directed local programs relating to the diversion of persons from jails or other detention facilities for the purpose of providing mental health services, including services for associated substance abuse issues, to those persons and such programs included crisis services and jail diversion, magistrate courts orders and pre-trial diversion, local competency restoration, and other similar and related programs.

**WHEREAS**, the NCHD is a political subdivision of the State of Texas whose duty is to furnish medical aid and hospital care to indigent and needy persons residing within the NCHD’s boundaries and the § 281.094, Texas Health & Safety Code enables the NCHD to use funds from non-tax sources to fund health care services, including mental health services with Commissioners Court approval;

**WHEREAS**, the County requested that the NCHD fund certain mental health-related programs to be provided by or through the NCMHID relating to a Walk-in Crisis Clinic and which would also entail the diversion of persons from jails or other detention facilities, for the purpose of providing mental health services, as well as services for associated substance abuse issues, to those persons;

**WHEREAS**, Texas Government Code, Chapter 791, as amended, authorizes contracts between local governmental agencies to perform governmental functions, inclusive of §791.025, Texas Government Code which permits agreements (interlocal agreement) between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and undertakings herein contained, the Parties agree as follows:

**SECTION I**  
**DEFINITION OF TERMS**

- 1.1 Terms Stated Above. For the purposes of the Agreement, the terms “Agreement,” “County,” “NCMHID,” and “NCHD” shall have the meanings indicated above.
- 1.2 Additional Terms. For purposes of this Agreement, the following terms shall have the meanings assigned below:
- 1.2.1 “Walk-in Crisis Clinic” Provides for on demand access to a prescribing psychiatric service provider along with case management, skills training, and psychosocial rehabilitation services to ameliorate non emergent crisis’ that would otherwise result in inpatient care or further interaction with law enforcement. The walk in clinic can serve as a diversion point/drop off location for law enforcement and provides rapid access and enrollment in psychiatric crisis services.
- 1.2.2 “Services” means the Walk-in Crisis Clinic provided by NCMHID under this Agreement.
- 1.2.3 “Agreement Sum” means the amount not to exceed Five Hundred and Seventy Dollars (\$570,000) paid under this Agreement by NCHD to NCMHID during the Agreement Term.
- 1.2.4 “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's production of Services under this Agreement.
- 1.2.5 “Monthly NCMHID Expense Reimbursement” means the Agreement Sum paid by NCHD to NCMHID as reimbursement for costs over the Term, subject to the limitation set forth in Section 5.13
- 1.2.6 “County Costs or Costs” means the cost or costs incurred by County that are completely attributable to and associated with NCMHID's production of law enforcement Crisis Intervention Services by the Sheriff under this Agreement.
- 1.2.7 “Monthly County Expense Reimbursement” means the monthly amount paid by NCHD to County as reimbursement for monthly County Costs over the Term, subject to the limitation set forth in Section 5.13.
- 1.2.8 “Walk-in Crisis Clinic” means NCMHID’s Direct Cost of providing a Walk-in Crisis Clinic under this Agreement.
- 1.2.9 “Participant” means an individual in contact with the justice or law enforcement systems that has consented to and is enrolled in one or more of the Services.
- 1.2.10 “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff’s department.

**SECTION II**  
**AGREEMENTS OF NUECES COUNTY**

County agrees as follows:

- 2.1 Provision of Work Spaces and Facilities. To provide, at its sole cost and expense, the necessary work spaces, physical facilities (including a space suitable for a mock-court) and all related public utilities required by NCMHID to provide the Services under the Agreement.
- 2.2 Facilitation and Coordination of Services. To facilitate and coordinate interaction between any County Department with NCMHID, that NCMHID believes necessary in provision of Services under the Agreement.
- 2.3 Goals. Develop goals, to be collaboratively developed and mutually agreed upon by and between NCHD, The County, and NCMHID (“County Goals”) to be achieved by NCMHID for each of the Services during the Agreement Term. The County Goals shall include both operational and outcome objectives for each Service.

**SECTION III**  
**AGREEMENTS OF**  
**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**

NCMHID agrees as follows:

- 3.1 Walk-in Crisis Clinic. To provide a Walk-in Crisis Clinic as requested and defined utilizing all available resources described herein. NCMHID will provide data as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by County
- 3.2 Progress Reports. Submit quarterly reports to County and NCHD describing NCMHID’s progress toward accomplishment of the County Goals during the preceding quarter.
- 3.3 Service Utilization Information. Submit quarterly Program-specific information to County and NCHD on each Program’s utilization of each Service during the preceding quarter.
- 3.4 Sustainable Funding. Undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future Services.
- 3.5 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.
- 3.6 Expense Reimbursement Request Submission. Not later than the tenth (10<sup>th</sup>) day of each month during the Term, NCMHID shall submit a detailed itemized written invoice to NCHD requesting Monthly NCMHID Expense Reimbursement for each Service provided during the preceding month (the "NCMHID Payment Request"). The NCMHID Payment Requests shall include a Net NCMHID Costs Schedule as described in Section 3.8 below.
- 3.7 Net NCMHID Costs Schedule. As a part of the NCMHID Payment Request, provide NCMHID shall provide a sufficiently itemized written schedule, in a form acceptable to NCHD, detailing the monthly NCMHID Costs of each Service; the Schedule shall be net of all associated revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID (see Section 3.5 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule").

When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.

- 3.8 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.9 Disputed Net NCHMID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCMHID will ~~to~~ meet in good-faith with NCHD to discuss and resolve any disputed amount(s). In the event the disputed amount(s) cannot be resolved between the two parties within thirty (30) days of NCHD's written notice of disputed amount(s) to NCMHID, then NCMHID shall pay NCHD the NCMHID Repayment Amount and/or remove the disputed amounts, as applicable.
- [HM1]  
3.11 Cooperation. NCMHID agrees to fully consult, assist, and cooperate with any County and NCHD third-party consultants as requested by them concerning their review of the Services provided under the Agreement. NCMHID will act in good faith when consulting, assisting, and cooperating with these consultants.

#### SECTION IV AGREEMENTS OF NUECES COUNTY HOSPITAL DISTRICT

NCHD agrees as follows:

- 4.1 NCMHID Expense Reimbursement. After receipt of the NCMHID Payment Request, NCHD shall review and approve Cost Schedule and reimburse NCMHID, subject to section 4.2 below, the amount of the Request; the reimbursement shall be remitted to NCMHID not later than the thirtieth (30<sup>th</sup>) day following receipt of the Request.
- 4.2 Disputed Net NCMHID Cost Schedule Amounts. Upon receipt of the Net NCMHID Cost Schedule, NCHD shall send to NCMHID within fifteen (15) days following receipt of said Schedule a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with NCMHID to discuss and resolve any disputed amount(s).
- 4.3 County Costs Reimbursement. After receipt of a County Payment Request, NCHD shall review the Request and reimburse the County, subject to Section 4.4 below, the amount of the Request; the reimbursement shall be remitted to County not later than the thirtieth (30<sup>th</sup>) day following receipt of the Request.
- 4.4 Disputed County Costs Invoice Amounts. Upon receipt of a County Payment Request, NCHD shall send to County within fifteen (15) days following receipt of the Request a written notice identifying any associated amount(s) disputed by NCHD and to meet in good-faith with County to discuss and resolve any disputed amount(s).

#### SECTION V

## AGREEMENTS BY ALL PARTIES

County, NCMHID, and NCHD agree as follows:

- 5.1 Effective Date, Termination Date, and Term. This Agreement shall begin on October 1, 2020 at 12:01 a.m. (the “Effective Date”) and end September 30, 2021 at 11:59 p.m. (the “Termination Date”). The term of this Agreement shall be interval between the Effective Date and Termination Date, inclusive of said Dates (the “Agreement Term”).
- 5.2 Mutual Agreements. The Parties agree to the respective agreements of each Party and Party combinations set forth herein wherever same may be expressed in this Agreement.
- 5.3 County Control. County exercises no control over NCMHID, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that County shall facilitate and coordinate NCMHID’s provision of Services with the relevant personnel of and within the work spaces and facilities of the County’s judicial, law enforcement, and jail systems. County exercises no control over NCHD, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that Nueces County Commissioners Court shall approve the amount NCHD pays to NCMHID for Services during the Agreement Term. This Agreement shall not be construed as creating an employer/employee relationship between County and NCMHID or between County and NCHD.
- 5.4 NCMHID Control. NCMHID exercises no control over County or NCHD, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between NCMHID and County or between NCMHID and NCHD.
- 5.5 NCHD Control. NCHD exercises no control over County or NCMHID, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement, except that NCHD's Board of Managers is statutorily required to budget and approve the aggregate annual amount NCHD reimburses NCMHID and County for Services during the Term. This Agreement shall not be construed as creating an employer/employee relationship between NCHD and County or between NCHD and NCMHID.
- 5.6 Captions and Headings. The captions and headings used in this Agreement are for convenience only and do not limit the contents of the Agreement.
- 5.7 Privacy/Confidentiality/Use of Medical Information. The Parties agree that certain information, reports, and data created under this Agreement may be subject to applicable privacy and confidentiality of medical information and medical record laws, and the Parties agree to comply in all material respects with such laws. The Parties also agree to take any and all reasonable precautions to prevent disclosure or misuse of any and all medical information, records, reports, and data resulting from this Agreement for any purpose unrelated to providing the Services and which are unrelated to the administration of this Agreement.
- 5.8 Entire Agreement. This Agreement, including any schedules, exhibits, or amendments shall constitute the entire agreement of the Parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements,

understandings, negotiations, and agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the Effective Date.

- 5.9 No Subcontracting or Assignment Binding Effect. No party shall subcontract or assign their duties, obligations, or responsibilities under this Agreement to any other party or parties without the prior written consent of each other party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5.10 Liability. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the provision of services by any other Party.
- 5.11 Insurance Coverage. Each Party providing a service under this Agreement shall provide, at its sole cost and expense, commercial or other similarly performing insurance providing general liability, worker's compensation, and professional liability coverages for its employees and/or contractors providing services under this Agreement.
- 5.12 Notices. Any requests, replies, notices, or demands for or permitted by a Party under this Agreement must be in writing and shall be sent by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

**County:** Nueces County Judge  
901 Leopard St., Room 303  
Corpus Christi, Texas 78401-3697

With a copy to:  
Nueces County Attorney  
901 Leopard St., Room 207  
Corpus Christi, Texas 78401-3680

**NCMHID:** Nueces Center for Mental Health and Intellectual Disabilities  
Attn: Chief Executive Officer  
1630 S. Brownlee Blvd.  
Corpus Christi, Texas 78404-3134

**NCHD:** Nueces County Hospital District  
Attn: Administrator/Chief Executive Officer  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835

- 5.13 NCHD Maximum Annual Expenditure. NCHD shall not pay NCMHID more than the Agreement Sum for NCMHID's provision of the Services under this Agreement during the Agreement Term. NCHD shall not have any additional payment obligations to NCMHID under this Agreement during the Agreement Term or thereafter. NCHD shall not have any expenditure obligations to County under this Agreement during the Agreement Term or thereafter.

- 5.14 NCHD Funds. NCHD's payment for NCMHID's performance of governmental services pursuant to this Agreement must be made from funds from non-tax sources.
- 5.15 Annual Appropriations. The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, if applicable, must be included in the budget for that year and is not effective until approved by NCHD's Board of Managers and then Nueces County Commissioners Court.
- 5.16 Compliance with Laws. All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each Party's performance under this Agreement.
- 5.17 Acknowledgment of Federal HIPAA Obligations. The Parties acknowledge their mutual responsibilities as covered entities under the federal Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "HIPAA"). The Parties acknowledge that federal regulations relating to the privacy of individually identifiable health information require covered entities to comply with the privacy standards adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and as modified by amendments adopted on August 14, 2002, 67 Fed. Reg. 53264 (the "Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services to or on behalf of a covered entity comply with certain obligations regarding the privacy of health information. However, the Parties further understand that the Privacy Standards specifically state that a business associate relationship is not established when a health care provider discloses administrative information. Accordingly, the Parties agree that language sufficient to satisfy the business associate requirements set forth in the Privacy Standards is not required in this Agreement; however, the Parties shall agree to take any other further actions that are necessary from time to time to ensure the parties' mutual compliance with the Privacy Standards.
- 5.18 Amendment. This Agreement may be amended only by written agreement approved by each respective governing body at a publically noticed meeting and signed by the duly authorized representative of the governing body.
- 5.19 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.
- 5.20 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Nueces County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.
- 5.21 Severability. If any term(s) or provision(s) contained in this Agreement is or are determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.
- 5.22 Records and Access. Upon written request of County, or any of their duly authorized agents or representatives, NCMHID shall make available to County those records, books, and documents necessary to verify the status, nature, extent, and amount of any and all Services provided by NCMHID during the Agreement Term. Upon written request of NCHD, or any of its duly

authorized agents or representatives, NCMHID shall make available to NCHD those records, books, and documents necessary to verify the nature and extent of costs, expenses, and services provided during the Agreement Term.

5.23 Officer's Authority. Each of the officers who have executed this Agreement on behalf of their respective Party and hereto warrants that he has the power and authority to execute this Agreement on behalf of such Party and to bind such Party to the terms and provisions of this Agreement.

**AGREED, SIGNED, and ENTERED** by the duly authorized officers of Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and Nueces County Hospital District on the dates hereinafter indicated.

**NUECES COUNTY**  
("County")

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbara Canales.  
Nueces County Judge

\_\_\_\_\_ Date: \_\_\_\_\_  
J. C. Hooper  
Nueces County Sheriff

**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**  
("NCMHID")

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mike Davis  
Chief Executive Officer

**NUECES COUNTY HOSPITAL DISTRICT**  
("NCHD")

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

**From:** [Jonny F. Hipp \(NCHD\)](#)  
**To:** [Judge Barbara Canales \(Barbara.Canales@nuecesco.com\)](#); [Joe A. Gonzalez \(joe.gonzalez@nuecesco.com\)](#); [Daniel Dain \(daniel.dain@dwdpizza.com\)](#); [Tyner Little \(tyner.little@nuecesco.com\)](#); [Julie Guerra \(julie.guerra@nuecesco.com\)](#); [Jonny F. Hipp \(NCHD\)](#)  
**Cc:** [Maggie Turner \(maggie.turner@nuecesco.com\)](#); [Belinda Chism \(NCHD\)](#)  
**Subject:** Interview/Recommendation Committee  
**Date:** Thursday, January 14, 2021 4:06:04 PM  
**Importance:** High

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Everyone,

Regarding establishment of the Committee to interview candidates and recommend a candidate for the County's Mental Health Programs Director position, I talked with Judge Canales yesterday afternoon and she designated the following individuals to serve on the Committee:

- Judge Canales
- Commissioner Gonzalez
- Daniel Dane
- Tyner Little
- Julie Guerra
- Jonny Hipp

I will be sending along the final job description and the applications received. I will also be sending a schedule for carrying out the interview/recommendation process.

---

**Jonny F. Hipp, ScD, FACHE** | Administrator/Chief Executive Officer  
**Nueces County Hospital District**

Texas HHSC Regional Healthcare Partnership - Region 4 Anchor Entity  
Texas HHSC Uniform Hospital Rate Increase Program - Nueces Service Delivery Area Liaison  
555 N. Carancahua St., Suite 950 | Corpus Christi, TX 78401-0835  
Office: (361) 808-3300 | Fax: (361) 808-3274 | Cell: (361) 877-7290  
[jonny.hipp@nchdcc.org](mailto:jonny.hipp@nchdcc.org) | [www.nchdcc.org](http://www.nchdcc.org)

Sent from Windows 10 Desktop at Office

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TEXAS  
Health and Human  
Services

# 1115 Waiver Extension

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# 1115 Waiver Extension: Table of Contents



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- Public Health Emergency
- Waiver Successes
- Creation of new Public Health Provider Charity Care Pool
- Framework for directed-payment program approvals
- Budget Neutrality Rebasing
- UC Pool Resizing
- Monitoring and Reporting

# Public Health Emergency



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- COVID–19 is an unprecedented public health emergency.
- Initially approved in 2011. Current waiver was set to expire September 30, 2022.
- The extension adequately enables Texas to respond to the pandemic while also working with providers through the DSRIP transition.
- The extension provides approval from January 15, 2021 through September 30, 2030.

# Waiver Successes



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- Initially approved in 2011. Current waiver expires September 30, 2022.
- Texas has aimed to:
  - Expand risk-based managed care statewide;
  - Support the development and maintenance of a coordinated care delivery system;
  - Improve outcomes while containing cost growth; and
  - Transition to quality-based payment systems across managed care and hospitals.

# Continuity



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- Texas Medicaid has a mature 1115 waiver inclusive of
  - 17 Medicaid Managed Care Organizations,
  - 288 performing providers in DSRIP,
  - 864 nursing facilities in QIPP,
  - 529 providers in the Uncompensated Care Program, and
  - 3 Dental Maintenance Organizations.
- HHSC will continue to advance the goals of the 1115 waiver under this extension and align new programs with overall Medicaid quality goals.

# New Pool for Public Health Providers (PHP-CCP)

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## Creates the Public Health Provider-Charity Care Program

- Begins on October 1, 2021
- Offsets costs associated with care, including behavioral health, immunizations, chronic disease prevention and other preventive services for the uninsured
- Public providers only
- Financed by certified public expenditures
- Year 1 (FY 2022) pool will be \$500 million and providers will be reimbursed for Medicaid shortfall and uncompensated costs



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# PHP-CCP Cont'd



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- Year 2 and onward pool will be up to \$500 million payments will be based on charity care costs
- Year 3 (for FY 2024) program will be resized based upon actual charity care cost data from Year 2

# Framework for DPP Approvals

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## Directed-Payment Programs for FY22

- Directed-Payment Programs are key to the DSRIP and NAIP transitions
- DPP levels in FY22 are also critical in the determination of BN for the rest of the waiver
- The waiver includes a framework for the state and CMS to work together to get FY22 DPPs approved
- Includes new reporting requirements about provider-level payments and achievements
- Programs include: CHIRP; TIPPS; QIPP; RAPPS; and Ambulance ACR



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# Milestone Dates for DPP Approvals



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Timelines	Description	Responsible Party
Day 1	Texas submits pre-prints to CMS	Texas
Day 31 (+30 days)	CMS sends Texas Requests for Additional Information (RAIs) necessary for approval	CMS
Day 45 (+15 days)	Texas provides responses to RAIs	Texas
Day 65 (+20 day)	CMS notifies Texas of anticipated approval or sends Round 2 RAIs	CMS
Day 67 (+2 days, and every 2 business days after)	If Round 2 RAIs are sent, Texas and CMS have call to discuss outstanding questions	Both
Day 70 (+5 days, and every 5 days after any additional RAIs )	Texas provides responses to Round 2 RAIs	Texas

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# Anticipated DPPs

1. Comprehensive Hospital Increased Reimbursement Program (CHIRP)
  - a. Proposed Program Size: \$5,020,000,000
2. Quality Incentive Payment Program (QIPP)
  - a. Proposed Program Size: \$1,100,000,000
3. Texas Incentives for Physicians and Professional Services (TIPPS)
  - a. Proposed Program Size: \$600,000,000
4. Rural Access PPS (RAPPS)
  - a. Proposed Program Size: \$18,700,000
5. Ambulance Average Commercial Reimbursement Program
  - a. Proposed Program Size: \$150,000,000
6. Behavioral Health Services
  - a. Proposed Program Size: \$43,500,000

Programs must be approved annually by CMS, with approval/disapproval typically occurring in late spring/early summer.



# Budget Neutrality

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## Key Take-Aways

- Extension preserved budget neutrality and created room for new programs
- Rebase of Without Waiver expenditures will include directed payment program funding, both current and new DSRIP transition replacement programs (upwards of \$6.9 billion per year)
- In addition to sustained DSRIP level funding and Public Health Charity Care Pool, achievement of an estimated \$10 billion in budget neutrality room over the 1115 extension



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# Table 1. Supplemental and Directed-Payment Programs & Providers



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Pools/Programs	Benefiting Providers
<b>Existing Programs</b>	
Uncompensated Care Program (UC)	Hospitals, Physician Practice Grps, Ambulance Grps, Public Dental Providers
Quality Incentive Payment Program (QIPP)	Nursing Facilities (Public and Private)
<b>Programs Phasing Out</b>	
Delivery System Reform Incentive Payment (DSRIP)	Hospitals, Physician Practice Grps, Local Mental Health & Local Health Dpts
Network Access Improvement Program (NAIP)	Publicly owned Academic Health Science Centers and Hospitals
<b>New or Expanding Programs</b>	
Public Health Providers - Charity Care Pool (PHP-CCP)	Public Community Mental Health Centers and Local Health Departments
Comprehensive Hospital Increased Reimbursement (CHIRP)	Hospitals
Ambulance Average Commercial Reimbursement	Ambulance Providers
Texas Incentives for Physician and Prof. Services (TIPPS)	Physician practice groups
Behavioral Health Services	Community Mental Health Centers (CMHCs)
Rural Access to Primary and Preventive Services (RAPPS)	Rural Health Clinics (RHCs)



# Table 2. Supplemental and Directed-Payment Program Estimates

Pools/Programs	DY 10 (FFY 21)	DYXX + W/O Extension	DYXX + Post-Extension
Uncompensated Care Program (UC)	\$ 3,873,206,193	\$ 3,873,206,193	\$ 3,873,206,193
Quality Incentive Payment Program (QIPP)	\$ 1,112,777,522	\$ 1,100,000,000	\$ 1,100,000,000
Delivery System Reform Incentive Payment (DSRIP)	\$ 2,490,000,000	\$ -	\$ -
Network Access Improvement Program (NAIP) <sup>1,2</sup>	\$ 493,364,220	\$ 250,000,000	\$ 250,000,000
Public Health Providers - Charity Care Pool (PHP-CCP)	\$ -	\$ -	\$ 500,000,000
Comprehensive Hospital Increased Reimbursement (CHIRP) <sup>1</sup>	\$ 3,050,461,866	\$ 3,050,461,866	\$ 5,020,000,000
Ambulance Average Commercial Reimbursement	\$ -	\$ -	\$ 150,000,000
Texas Incentives for Physician and Prof. Services (TIPPS)	\$ -	\$ -	\$ 600,000,000
Behavioral Health Services	\$ -	\$ -	\$ 43,500,000
Rural Access to Primary and Preventive Services (RAPPS)	\$ -	\$ -	\$ 18,700,000
<b>Total<sup>3</sup></b>	<b>\$ 11,019,809,801</b>	<b>\$ 8,273,668,059</b>	<b>\$ 11,555,406,193</b>

<sup>1</sup> Both NAIP and CHIRP (UHRIP) are larger than initially projected for FY2021 as a result of increased caseload.

<sup>2</sup> NAIP is estimated to be \$427.3 M in DY11 (FFY22), winding down to \$250.0 M in DY12-DY16, and 0 in DY17 onward.

<sup>3</sup> **Post extension total represents estimated amounts that are subject to change based on submitted preprints and/or CMS approval.**

# UC Pool Resizing

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## The UC Pool will be resized twice

- First re-sizing will take place in DY11 to take effect in DY12 (FY2023)  
In recognition that the PHE will impact FY20 and FY21 cost report data, resizing will use the 2019 cost reports and the 2017 DSH payment data
- Second re-sizing will take place in DY16 to take effect in DY17 (FY2028)  
Sizing will use the 2025 cost reports and 2023 DSH payment data
- Resizing will allow for adjustments to uncompensated care pool based on fluctuations in care



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# Monitoring & Reporting

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## **Creates new STCs to emphasize importance of Monitoring & Reporting**

- Emphasizes the responsibility of the state to provide oversight of funds
- Requires some additional reporting on sources of funds
- Requires the state to reaffirm some existing certifications related to funds and payments



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# Monitoring and Reporting



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The extension expands transparency and reporting:

- Home and Community Based Services
- Revised External Evaluations
- Quality Improvement

# Total Estimated Value of the Waiver Extension



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- Potential of an average of \$11.4 billion per year above base expenditures
  - Includes \$3.9 billion per year for payments for uncompensated care
  - Includes \$500 million per year for payments for new Public Health Provider-Charity Care Program
  - Includes opportunity for \$6.9 billion per year for quality and access improvements
- Saves an estimated \$10 billion for taxpayers over the life of the waiver.



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Services

# Thank you

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**BARBARA CANALES**  
COUNTY JUDGE

**Maggie Turner**

Chief Executive to County Judge  
maggie.turner@nuecesco.com  
(361) 888-0264

**Monica Perez**

Executive Secretary  
monica.perez1@nuecesco.com  
(361) 888-0444

**Melissa Munguia**

Emergency Management Coordinator  
melissa.munguia@nuecesco.com  
(361) 888-0513

January 14, 2021

Mr. Jonny Hipp  
Nueces County Hospital District  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401

Dear Mr. Hipp,

Ms. Rachel Canales was nominated for reappointment to the Christus Spohn Health Board of Trustees at the Nueces County Commissioners Court meeting on December 16, 2020.

Enclosed, please find a copy of the letter sent to Ms. Canales notifying her of her nomination.

We look forward to continuing to work with you and your board members.

Respectfully,

A handwritten signature in black ink, appearing to read "BC", written over a horizontal line.

Barbara Canales  
Nueces County Judge

BC.tcc

Enclosure



**BARBARA CANALES**  
COUNTY JUDGE

**Maggie Turner**

Chief Executive to County Judge  
maggie.turner@nuecesco.com  
(361) 888-0264

**Monica Perez**

Executive Secretary  
monica.perez1@nuecesco.com  
(361) 888-0444

**Melissa Munguia**

Emergency Management Coordinator  
melissa.munguia@nuecesco.com  
(361) 888-0513

January 14, 2021

Ms. Rachel Canales  
15949 Punta Espada Loop  
Corpus Christi, Texas 78418

Dear Ms. Canales,

On Wednesday, December 16, 2020, the Nueces County Commissioners Court approved your nomination to the Christus Spohn Health System Board of Trustees, Place 1, which would be for a term to expire December 31, 2023

Your nomination has been forwarded to the Nueces County Hospital District for further consideration.

Thank you for your interest in serving Nueces County. You will be notified upon approval by the Hospital District Board of Managers.

Best wishes,

Barbara Canales  
Nueces County Judge

BC.tcc

CONTRACT AMENDMENT NO. 3

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

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

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

**WHEREAS**, on or about October 27, 2020, the parties amended the Contract by a Letter Agreement. The term of the Contract was extended to January 31, 2021.

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

**NOW THEREFORE**, Nueces County, Nueces County Hospital District and Thomas L. Graham in consideration of the mutual agreements contained in the original contract, Contract amendment of April 13, 2020 – Letter Agreement, the Contract Amendment No. 2 and the additional time provided pursuant to this amendment do hereby mutually agree:

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

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

2. To strike the date of January 31, 2021 on page 2 in Contract Amendment 3 and replace with the following:

<i>Deliverable</i>	<i>Date</i>	
<i>Develop &amp; Upgrade NCHD Website</i>	<i>March 31, 2021</i>	<i>\$20,000</i>

3. All other provisions of original contract, the Contract amendment of April 13, 2020, and the Contract Amendment No. 2 executed on or about October 27, 2020 shall remain the same. This amendment does not provide for any changes/ amendments to the services or monies paid to the Contractor or any other provisions of the parties agreements already in effect.

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

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

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

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

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

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

ATTEST:

THOMAS L. GRAHAM

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

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

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

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

**AMENDMENT OF THE  
INTERLOCAL COOPERATION ACT CONTRACT  
TO PROVIDE HEALTH CARE SERVICES  
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
AND THE NUECES COUNTY HOSPITAL DISTRICT**

This Amendment of The Interlocal Cooperation Act Contract ("Amendment") is made and entered into by and between Nueces County Hospital District ("Hospital District") and The University of Texas Medical Branch at Galveston ("UTMB"), to be effective as of September 1, 2019 ("Effective Date"), regardless of the date of execution.

**RECITALS**

- A. Hospital District and UTMB entered into the Interlocal Cooperation Act Contract and Business Associate Agreement effective September 1, 2014 (the "Contract"), wherein UTMB agreed to provide health care services to Hospital District's eligible residents, as more specifically described in the Contract.
- B. Hospital District and UTMB entered into a one year Renewal, having an effective date of September 1, 2015 ("Renewal"), as more particularly described therein.
- C. Hospital District and UTMB entered into an amendment to (a) amend the term of the Contract by extending the term to September 1, 2016 through August 31, 2017; (b) amend the term of the Contract by adding a renewal provision that renews the Contract for two additional consecutive one year terms through August 31, 2019; (c) update payment mailing addresses and contact information for notices; and (d) ratify the terms of the Contract and enter into the amendment as provided therein.
- D. Hospital District and UTMB now wish to enter into this Amendment to (a) amend the term of the Contract by extending the term, effective September 1, 2019 through August 31, 2020; (b) amend the Contract by adding an auto-renewal provision for additional one year terms; (c) amend the Contract to add without cause termination language; (d) amend the Notice section for UTMB's information; (e) clarify that UTMB will send annual rate updates to Hospital District through mutually agreed upon manner and method; and (f) ratify the terms of the Contract and enter into this Amendment as provided herein.

**CONTRACT AMENDMENT**

For and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, Hospital District and UTMB hereby agree to amend the Contract, as follows:

- 1. **AMENDMENT OF TERM & DELETE A SECTION.**
  - a. Section 4.1, Term and Termination is amended by replacing the first paragraph as follows:

"4.1 The term of this Contract shall be from September 1, 2019 through August 31, 2020, regardless of the date of execution. The Contract will automatically renew for one year terms, subject to any applicable rate changes published by the Texas Health and Human Services Commission, which will be



provided annually to the Hospital District in a manner and method mutually agreed upon between the parties, appearing as Exhibit D under the Contract. This Contract may be terminated without cause by either party at any time by giving thirty (30) days' written notice to the other party, or as otherwise specified herein."

b. Section 4.12 is hereby deleted from the Contract.

2. **AMENDMENT OF NOTICE PROVISION.**

4.6 UTMB's Notice section is hereby updated as follows [update in bold]:

"UTMB: Cheryl A. Sadro, CPA, MSM  
**Chief Financial Officer**  
The University of Texas Medical Branch  
301 University Blvd.  
Galveston, TX 77555-0128"

3. **Ratification and Defined Terms.** Except as modified by this Amendment, the Contract shall continue in full force and effect. UTMB and Hospital District each hereby ratify, affirm, and agree that the Contract, as herein modified and extended, represents the valid, binding and enforceable obligations of UTMB and Hospital District respectively. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Contract.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Amendment and has caused this Amendment to be executed by its duly authorized representative as of the Effective Date.

**NUECES COUNTY HOSPITAL DISTRICT**

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

By: Jonny F. Hipp

By: Cheryl A Sadro  
Cheryl A. Sadro, CPA, MSM  
Chief Financial Officer

Name: Jonny F. Hipp

Title: Administrator / CEO

Date: 12/16/2020

Date: 12/17/2020

Attest: Belinda E. Chism

Content Reviewed NJA

**Election by Hospital District as to Method of Invoicing (please initial one):**

Paper Monthly Statement  
 Electronic

**EXHIBIT D**  
**Compensation Schedule**

- Inpatient Services:** Hospital District agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA In-Patient Percentage of current billed charges.
- Outpatient Services:** Hospital District agrees to pay for authorized Outpatient Services in accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA Out-Patient Percentage of current billed charges.
- Outpatient Surgery:** Hospital District agrees to pay authorized Outpatient Surgeries in accordance with UTMB's then TEFRA Out-Patient Percentage.
- Implants:** Hospital District agrees to pay for authorized implants at 33% of UTMB's billed charges.
- Outpatient Laboratory Services:** Hospital District agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's current TEFRA Out-Patient Percentage of billed charges.
- Professional Services:** Hospital District agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
- Mid-Level Providers:** Hospital District agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
- Anesthesia:** Hospital District agrees to pay \$55 per ASA unit, based on current ASA units and 15 minute time units.
- Any outpatient fees not otherwise defined:** Hospital District agrees to pay 33% of UTMB's billed charges.



**PHARMACY BENEFIT ADMINISTRATIVE SERVICES  
AGREEMENT**

This Pharmacy Benefit Administrative Services Agreement (the "Agreement") is made and entered into on the date set forth below by and between the Nueces County Hospital District, a political subdivision of the State of Texas whose administrative offices are located in Corpus Christi, Texas (the "Hospital District" or "District"), and Script Care, Ltd., a privately held limited partnership whose corporate offices are located in Beaumont, Texas ("Script Care").

WITNESSETH

WHEREAS, the Hospital District was established and created pursuant to the Texas Health and Safety Code, Chapter 281 (the "Health Code") and under Health Code §281.046 the District has a statutory obligation to furnish medical aid and hospital care to indigent and needy persons residing within the District's boundaries and the District fulfills said obligation through its Nueces Aid Program (the "Program") under terms of a separately performing Indigent Care Agreement (the "ICA") entered into between the Hospital District and Christus Spohn Health System Corporation (the "Provider");

WHEREAS, the Program includes an outpatient prescription drug benefit and the Hospital District's payment to Provider under the ICA for provision of said benefit is based on a discounted amount of the Average Wholesale Price, less Coinsurance (as said term is defined herein), plus a Dispensing Fee (as said term is defined herein), and due to the costs of this benefit and the distinct claims adjudication requirements associated with administration of the benefit, the District desires to acquire certain third-party pharmacy benefit administrative services ("PBA Services") to support its management, oversight and payment of the benefit provided through the Provider under terms of the ICA;

WHEREAS, the Hospital District desires to acquire PBA Services ;and

WHEREAS, the Nueces County Hospital District Board of Managers approved and executed an Order granting a professional services exemption from the competitive purchasing requirements of §262.023 of the Texas Local Government Code, for the purpose of the Hospital District's acquisition of pharmacy benefit administrative services from Script Care, Inc; professional services exemption is authorized by Texas Local Government Code, §262.024(a)(4).

NOW, THEREFORE, in consideration of premises and the mutual covenants and undertakings herein contained, the parties agree as follows:

1. DEFINITION OF TERMS.

- 1.1 Terms Above Stated. As used in this Agreement, the terms "Agreement", "Hospital District", "District", "Script Care", "Program", "ICA", "Provider", and "PBA Services shall have the corresponding meanings indicated above.



1.2 Additional Terms. In addition, and as used in this Agreement, the following terms shall have the corresponding meanings:

"Administrative Services" means (i) the online adjudication of claims electronically submitted to Script Care by Provider for Covered Prescription Benefits. Administrative Services includes, but is not limited to, verification of eligibility, calculation of pricing for Legend Drug, OTC Drug and non-drug NDC-numbered items based on the Negotiated Drug/Item Price, less Coinsurance, plus Dispensing Fee, pharmacy claim adjudication; and (ii) provision of related utilization and management reports based on transaction data captured during the online claims adjudication process. For purposes of this Agreement the term "adjudication" shall mean settlement of a Provider claim based on the price calculated above.

"Authorized Physician" means a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.) or Doctor of Dentistry (D.D.S.), when acting within the scope of his/her license, in accordance with the laws of the State of Texas and who maintain active medical staff membership and delineated privileges at Provider's hospital facilities.

"Authorized Physician Extender" means: (a) an Advanced Practice Nurse (A.P.N.), who is licensed by and holds Limited Prescriptive Authority pursuant to Texas Board of Nurse Examiners rules and regulations and who is acting within the scope of his/her license, in accordance with the laws of the State of Texas, and who is employed or contracted by Provider; and (b) a Physician Assistant (P.A.) who is licensed by and has been granted Prescriptive Authority pursuant to Texas State Board of Medical Examiners rules and regulations and who is acting within the scope of his/her license, in accordance with the laws of the State of Texas, and who is employed or contracted by Provider.

"Average Wholesale Price" or "AWP" means the Average Wholesale Price as stated by First Data Bank Inc. as of the date Script Care adjudicates the claim.

"Coinsurance" means the fixed percentage amount of pharmacy charges Eligible Enrollees pay out-of-pocket to Provider for each Legend Drug, OTC Drug and non-- drug NDC-numbered item filled, refilled or provided under the Hospital District's Covered Prescription Benefit as specified in Schedule "A" attached hereto. Coinsurance percentages are negotiated between Hospital District and Provider and are based on Eligible Enrollees level of Program coverage.



"Covered Prescription Benefits" means those Legend Drug, OTC Drug and non-- drug NDC-numbered items identified as being covered by Hospital District under the Program as specified in Schedule "A" attached hereto.

"Dispensing Fee" means the flat amount the Hospital District pays the Provider for each Legend Drug, OTC Drug and non-drug NDC-numbered item filled, refilled or provided.

"Drug Formulary" means a list of brand name and generic prescription drugs dispensed on an outpatient basis and covered under the Covered Prescription Benefits specified in Schedule "A" attached hereto. The Drug Formulary is to be developed by the Hospital District and Script Care.

"Eligibility File" means the electronic database maintained by Script Care consisting of the list of Eligible Enrollees and the other pertinent information relating to them necessary for Script Care to determine the eligibility and adjudicate any claim submitted by Provider for Legend Drug, OTC Drug and non-drug NDC- numbered items under the Program.

"Eligible Enrollee" means any person which the Hospital District identifies as an enrollee in the Nueces Aid Program and who is eligible to receive the Program's outpatient prescription drug benefit.

"Eligibility File Maintenance Data" or "Eligibility Data" means that electronic or hard copy form and format of data provided to Script Care by Hospital District which identifies Eligible Enrollees as well as other eligibility information necessary for Script Care to perform its Administrative Services as encompassed by this Agreement. The form and format of Eligibility Data is described in Schedule "D" attached hereto.

"Legend Drug" means any medicinal substance which bears the legend "Caution: Federal law prohibits dispensing without a prescription" and, for the purposes of this Agreement, shall include State Restricted Drugs (any non-federal Legend Drug which, according to state law, may not be dispensed without a prescription) and compounded prescriptions containing at least one (1) Legend Drug (as defined herein), in a therapeutic amount.

"National Drug Code" or "NDC" means a unique Federal identifying number associated with each drug manufactured, prepared, propagated, compounded, or processed by a drug establishment registered under the Federal Food, Drug, and Cosmetic Act. The NDC serves as a universal identifier for human drugs. The NDC number identifies a drug's labeler/vendor, product code identifies a specific strength, dosage form,



formulation, and package size. The related National Drug Code System consists of prescription and selected over-the-counter, insulin and foreign drug products that are in commercial distribution in the United States.

"Negotiated Drug/Item Price" means the price negotiated between the Hospital District and Provider for each Legend Drug, OTC Drug and non-drug NDC- numbered items provided under the Covered Prescription Benefits of the Program.

"Over-The-Counter Drug" or "OTC Drug" means any medicinal substance that is not a Legend Drug (as defined herein) and is identifiable by an NDC number.

"Prescription Order" means the legal request for Legend Drug, OTC Drug and non-- drug NDC-numbered items issued by any Authorized Physician or Authorized Physician Extender as defined herein.

2. DRUG COVERAGE AND EXCLUSIONS.

Coverage for drugs and any related exclusions authorized by the Program and provided to Eligible Enrollees shall be governed by Schedule "A" attached hereto.

3. QUANTITIES DISPENSED.

The quantity dispensed for each Eligible Enrollee prescription or refill of a covered prescription will be the quantity prescribed as governed by Schedule "A" attached hereto.

4. REFILLS.

Coverage for drugs and any related exclusions authorized by the Program and provided to Eligible Enrollees shall be governed by Schedule "A" attached hereto.

5. ELIGIBLE ENROLLEE COVERAGE.

Coverage for Eligible Enrollees shall be only as specified in the then current Eligibility File as updated from time to time by Hospital District through its Eligibility Data updates.

6. RESPONSIBILITIES OF HOSPITAL DISTRICT.

6.1 Assure that all Provider claims for Legend Drug, OTC Drug and non-drug NDC-numbered items provided under the Covered Prescription Benefits of the Program are submitted electronically to Script Care through an electronic intermediary agreed to by Hospital District and Script Care.



- 6.2 Provide Script Care, or its agent, with complete Eligibility File Maintenance Data listing those Eligible Enrollees that Hospital District authorizes for the Program's outpatient prescription drug benefit. Hospital District shall submit the Eligibility Data in the form and format specified in Schedule "D". Hospital District shall be responsible for the correctness, completeness and accuracy of all data submitted to Script Care or its agent, concerning the Eligibility Data and any updates thereof. If any such data submitted to Script Care, or its agent, is incorrect, incomplete, not in good condition, or not submitted on time, the Hospital District shall be responsible for any claim re-adjudication fees that may result from the use of said information in the verification of eligibility and adjudication of claims submitted to Script Care by Provider.
- 6.3 Inform Script Care, or its agent, using the agreed upon data transfer form and format, of all changes in the eligibility status of Eligible Enrollees (i.e., additions, terminations, renewals, limitations, etc.) no less often than once a month.
- 6.4 Negotiate pricing with Provider for Covered Prescription Benefits and inform Script Care or its agent, of all changes in said pricing, if any.
- 6.5 Negotiate Coinsurance amounts with Provider and inform Script Care, or its agent, of all changes in said amounts, if any.

7. RESPONSIBILITIES OF SCRIPT CARE.

It is understood and agreed by the parties hereto that Script Care is not a party to the ICA between the Hospital District and the Provider and that the services provided by Script Care under this Agreement are for Administrative Services (as said term is defined herein) only and that Script Care is not providing a pharmacy network. Script Care will not be responsible for any actions of the Provider Pharmacy in relationship with the prescription drug program. Additionally, the parties acknowledge and agree that Script Care is neither a guarantor nor a surety with respect to the obligation of the Hospital District to reimburse Provider for any Covered Prescription Benefits provided under the Program.

- 7.1 Subject to the performance standards described in Section 7.2 below, Script Care agrees to perform the following Administrative Services in a timely, responsible and professional manner, except as to any delays due to commercial impracticability:
  - 7.1.1 Provide all personnel, equipment, software and facilities necessary to perform the claims adjudication operations for all claims submitted under this Agreement; and
  - 7.1.2 Adjudicate all claims submitted by Provider for approval or disapproval in



accordance with the provisions of Schedule "A" attached hereto.

- 7.2 Script Care agrees to provide all the Administrative Services described in Schedule "B" and the reports identified in Schedule "C", in a timely, responsible and professional manner, except as to any delays due to commercial impracticability.
- 7.3 Script Care agrees to notify the Hospital District in writing in the event it no longer complies with any or all of the Assurances and Certifications (attached hereto as Exhibit "A") it has submitted to the Hospital District.
- 7.4 Script Care agrees to provide the Hospital District written proof of insurance coverage prior to the Commencement Date, and annually thereafter, as follows:
  - 7.4.1 Commercial General Liability with limits of \$1,000,000 (per occurrence) and \$2,000,000 (aggregate);
  - 7.4.2 Workers Compensation with limits per State of Texas statutes; and
  - 7.4.3 Professional Liability with limits of \$1,000,000 (per occurrence) and \$2,000,000 (Aggregate).
- 7.5 Script Care agrees to acquire a performance surety bond which guarantees that the Administrative Services provided by Script Care to the Hospital District under this Agreement will be completed according to the terms of this Agreement. Additionally, Script Care agrees to provide the Hospital District written proof of said bond prior to the Commencement Date, and annually thereafter.

8. PAYMENT FOR SERVICES.

- 8.1 For each prescription claim adjudicated and re-adjudicated by Script Care under this Agreement, the Hospital District shall pay Script Care upon the price terms set forth in Schedule "B" attached hereto.
- 8.2 As a condition to the Hospital District's payment for services to Script Care under Section 8.1 above, Script Care shall submit a written and detailed invoice to the Hospital District twice per month (on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month) and the reports detailed in Schedule "C" attached hereto. The details of the invoice shall be determined by Hospital District. Hospital District shall remit payment to Script Care within ten (10) working days of receipt of such invoices and said remittance shall be mailed to the Script Care address set forth in Section 13 of this Agreement. In the event of a dispute of any amount in an invoice, all undisputed amounts will be timely paid, and a written notice sent detailing any disputed amounts. For a period of 30 days after the date of the disputed invoice, the parties will have the right to audit the portion of both parties' books and records that relate to the subject of the dispute. The parties will work together to reconcile any disputed amounts during this 30 day period.



9. NO SUBCONTRACTING OR ASSIGNMENT BY SCRIPT CARE: BINDING EFFECT.

Script Care shall not subcontract or assign this Agreement to any other party or parties without the prior written consent of Hospital District. Hospital District may assign this Agreement without the consent of Script Care to any succeeding governmental entity assuming the responsibilities of Hospital District or to any subsidiary of the Hospital District. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

10. RELATIONSHIP OF HOSPITAL DISTRICT AND SCRIPT CARE.

With respect to each other, Hospital District and Script Care are independent contractors, and this Agreement shall not be construed to create any other relationship between the parties.

11. AMENDMENT AND MODIFICATION.

This Agreement may not be amended or modified in any manner whatsoever except by written agreement signed by duly authorized representatives of each party.

12. SCHEDULES AND EXHIBITS.

Schedules and exhibits mean the attached documents setting out certain particulars of this Agreement, or any replacement documents thereof. All schedules and exhibits referred to in this Agreement are incorporated herein by reference and are hereby made part of this Agreement.

13. NOTICES.

Any notices to be given hereunder by either party to the other shall be in writing and may be effected by (1) personal delivery; (2) commercial courier; (3) certified mail, postage pre-paid with return receipt requested; (4) facsimile with receipt acknowledgment; or (5) depositing the same into the custody of a nationally recognized overnight delivery service, addressed as follows:

If to Hospital District:

Nueces County Hospital District  
Attn: Jonny F. Hipp, Administrator/Chief Executive Officer  
555 North Carancahua Street, Suite 950  
Corpus Christi, Texas 78401-0835  
Phone: (361) 808-3300  
Fax: (361) 808-3274



If to Script Care:  
Script Care, Ltd.  
Attn: Kevin Brown, President  
6380 Folsom Drive  
Beaumont, Texas 77706  
Phone: (800) 880-9902  
Fax: (409) 833-7435

14. CAPTIONS AND HEADINGS.

The captions and headings used herein are for convenience only and do not limit the contents of this Agreement.

15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.

16. SEVERABILITY.

If any term(s) or provision(s) contained in this Agreement is determined by a court of competent jurisdiction to be void, illegal or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.

17. DATA/CLAIMS PROCESSING SERVICE.

The Hospital District acknowledges and agrees that all data/claims processing services provided by Script Care under this Agreement shall be provided by the authorized agent of Script Care. Script Care makes no express warranties as to such data/claims processing services and no warranties are to be implied, including implied warranties of merchantability and fitness for a particular purpose.

18. GOVERNING LAW AND VENUE.

This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas and venue shall be in Nueces County, Texas.

19. FORCE MAJEURE.

Neither party shall be liable for failure to perform its obligation under this Agreement if



prevented from doing so by commercial impracticability, including, but not limited to, acts of God or nature, fires, storms, floods, earthquakes, riots, strikes, wars, or restraints of government.

20. ENTIRE AGREEMENT.

This Agreement, including any schedules, exhibits, or amendments, attached are incorporated herein by reference and made a part of this Agreement as if set forth in full, shall constitute the entire agreement of the parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations and agreements, either oral or in writing, between the parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations and agreements, both oral and written, are hereby terminated.

21. WAIVER.

No waiver of any breach of any of the provisions of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions hereof and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the party making said waiver.

22. TERM AND RENEWAL.

22.1 Term. This Agreement shall commence at 12:01 a.m. on January 1, 2021 (the "Commencement Date") and, unless otherwise terminated pursuant to Section 23 below, it shall terminate at 11:59 p.m. on December 31, 2021 (the "Termination Date").

22.2 Renewal. Subject to satisfactory performance of Script Care's responsibilities under this Agreement as determined by Hospital District, the term of this Agreement may be renewed by Hospital District for two (2) additional one (1) year periods. Such renewal(s), if any, shall be by mutual written agreement of the parties. The Hospital District shall provide Script Care written notice of its intent to renew not less than forty-five (45) days prior to the Termination Date.

23. TERMINATION.

23.1 Termination by Hospital District. Hospital District may terminate this Agreement without cause upon ninety (90) days written notice to Script Care.

23.2 Termination by Script Care. Script Care may terminate this Agreement without cause but must give Hospital District ninety (90) days written notice before said termination becomes effective. During the interim from the date Script Care's written notice of termination is received by Hospital District until the ninety (90) day notice period ends,



Script Care shall continue to provide its services to the Hospital District in a timely, responsible and professional manner, except as to any delays due to commercial impracticability.

- 23.3 Termination by Mutual Consent. This Agreement may be terminated by mutual written consent of the parties.
- 23.4 Termination by Default. Either party may terminate this Agreement after five (5) calendar days written notice if the other party is in default of any provision of this Agreement and has failed to cure the default within ten (10) calendar days following written notice of such default.
- 23.5 Automatic Termination. Unless NCHD has exercised its renewal option as described in Section 22.2 above, this Agreement shall automatically terminate on the Termination Date.
- 23.6 Transfer of Hospital District's Files and Records Following Termination. Following termination of Script Care's services under any of the provisions of this Section 23, Script Care shall within five (5) working days facilitate the transfer of any and all of the Hospital District's files and records to the person then designated to Script Care in writing by the Hospital District. The transfer of said files and records shall be at the sole cost and expense of the Hospital District.

24. POWER AND AUTHORITY.

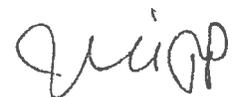
Each of the persons who has executed this Agreement on behalf of one of the parties hereto warrants that he has the power and authority to execute this agreement on behalf of such party and to bind such party to the terms and provisions of this Agreement.

25. OTHER PERFORMANCE.

This Agreement is non-exclusive. The Hospital District acknowledges and agrees that this Agreement shall not preclude Script Care from providing similar services to other customers. The Hospital District shall have the right, power and authority to contract with others to perform the services agreed to be provided by Script Care under this Agreement.

26. RECORDS AND ACCESS.

The records (including billing records) maintained by Script Care relating to services provided under this Agreement are the property of the Hospital District, and Script Care shall comply with all applicable regulatory record retention rules and regulations regarding maintaining such records. Upon written request of the Hospital District or any of its duly authorized agents or representatives, Script Care shall make available to the District those records, books and



documents necessary to verify the nature and extent of services provided and Script Care's related billings for services provided during the term of this Agreement. The parties agree that any attorney-client, accountant-client privilege or any other legal privilege shall not be deemed waived by virtue of this Section 26.

27. REFUND OF OVERPAYMENT

Script Care agrees that if any inspection or audit of its records discloses any overpricing of services or errors in the use of fees or otherwise which result in overpayment by Hospital District, the amount of the overpayment, plus interest at prevailing rates during the period of overpricing, shall be refunded to Hospital District promptly upon demand by cashier's check, or Hospital District, at its option, may withhold such overpayment from any amounts otherwise due Script Care under this Agreement.

28. CONFIDENTIALITY OF INFORMATION

Neither party shall disclose any information or knowledge concerning the other party's claims, accounting procedures, or histories, all of which are deemed confidential information, except as otherwise required by law. Script Care agrees to take any and all reasonable precautions to prevent disclosure or misuse of any and all information described in this Section 28 for any purpose unrelated to the administration of the services provided under this Agreement.

28.1 Script Care further agrees to abide by the Federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA")) and keep private and to secure any information considered Protected information in accordance with federal law. Further, the Business Associate Agreement appended hereto as Exhibit "B" is a part of this Agreement and fully incorporated herein for all purposes.

28.2 If NCHD is requested to disclose any proprietary proposal data furnished to it by Script Care and designated "confidential" that is subject to provisions of the Public Information Act, NCHD will notify Script Care in writing of such request within ten (10) business days of receipt of the request. Information must be marked confidential before NCHD will notify Script Care of any Public Information Act request. Script Care upon notification bears the burden of establishing that its trade secrets and/or confidential commercial and/or financial information should be withheld under the applicable Public Information Act exceptions intended to protect its interests.

29. USE OF INFORMATION

All data, information, and knowledge supplied to Script Care by Hospital District under terms of this Agreement shall be used by Script Care exclusively for the purposes of performing this Agreement. The Hospital District shall retain full ownership rights over any and all data, information, knowledge and reports created by Script Care under this



Agreement.

30. INDEMNIFICATION.

To the extent permitted by law without establishing a sinking fund, the Hospital District agrees to indemnify, defend and hold Script Care harmless from and reimburse Script Care on demand for any claim, demand, action, liability, damage, loss, cost or expense, including reasonable attorney's fees, brought against, made upon, or incurred by Script Care because of or arising out of any act or omission (including without limitation any breach thereof) of Hospital District, its officers, directors, employees, subcontractors or principals. Script Care agrees to indemnify, defend and hold Hospital District harmless from and reimburse Hospital District on demand for any claim, demand, action, liability, damage, loss, cost or expense, including reasonable attorney's fees, brought against, made upon, or incurred by Hospital District because of or arising out of any act or omission (including without limitation any breach thereof) of Script Care, its officers, directors, employees, subcontractors or principals. The indemnifications provided for in this Section 30 shall survive the termination of this Agreement.

31. ENFORCEMENT.

In the event either party shall be required to enforce the terms of this Agreement the prevailing party shall be entitled to recover the costs of such action, including but not limited to reasonable attorney's fees and related court costs.

32. FUNDING.

Script Care acknowledges that Hospital District's funding of the services to be provided the District under this Agreement are for the initial one-year term and funding of subsequent years, if any, is subject to continued annual budget appropriation by the Hospital District Board of Managers as approved by Nueces County Commissioners Court.

33. ADMINISTRATION OF AGREEMENT.

Script Care acknowledges that the Hospital District has designated its Director of Administrative Services to administer this Agreement and to serve as the initial point of contact between Script Care and the Hospital District.



AGREED, SIGNED and ENTERED INTO by the duly authorized representatives of Hospital District and Script Care, Ltd., on this the \_\_\_\_ Day of December 2020

**NUECES COUNTY HOSPITAL DISTRICT**  
("Hospital District")

**SCRIPT CARE, LTD.**  
("Script Care")

Jonny F. Hipp  
JONNY F. HIPPI  
Administrator/Chief Executive Off

Kevin Brown  
KEVIN BROWN  
President

DATE: 12/21/2020

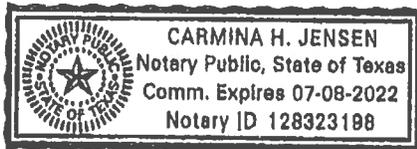
DATE: 12-22-20

Script Care, Ltd. Federal Employer  
Identification Number 76-0295598

THE STATE OF TEXAS §  
COUNTY OF NUECES §

Before me, the undersigned, a Notary Public in and for county and state, on this date personally appeared Jonny F. Hipp known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Nueces County Hospital District, political subdivision of the State of Texas, and that he executed the same as the act of such political subdivision for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of December 2020.

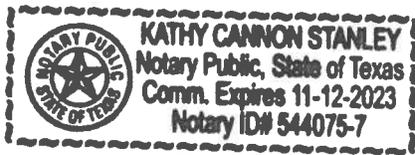


Carmina H. Jensen  
Notary Public, State of Texas  
Notary ID 128323198

THE STATE OF TEXAS §  
COUNTY OF JEFFERSON §

Before me, the undersigned, a Notary Public in and for county and state, on this date personally appeared Kevin Brown known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Script Care, Ltd., a privately held Texas limited partnership, and that he executed the same as the act of such partnership for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of December 2020.



Kathy Cannon Stanley  
Notary Public, State of Texas  
Notary ID 544075-7

**EXHIBIT "A"**

***SCRIPT CARE, LTD.  
ASSURANCES AND CERTIFICATIONS***

**SCHEDULE "A"**

***COVERED PRESCRIPTION DRUG BENEFITS, EXCLUSIONS, FORMULARY,  
DISPENSING LIMITS, DISPENSE AS WRITTEN, NEGOTIATED DRUG PRICE,  
COINSURANCE REDUCTION, DISPENSING FEE ADD-ON, and  
MAXIMUM MONTHLY NUMBER OF PRESCRIPTIONS***

**1. COVERED PRESCRIPTION DRUG BENEFITS**

LEGEND DRUGS as defined in this Agreement.  
COMPOUND PRESCRIPTIONS of which at least one (1) ingredient is a Legend Drug (as defined in this Agreement) in a therapeutic amount.  
OVER-THE-COUNTER (OTC) DRUGS (as defined in this Agreement) upon Prescription Order.  
INSULIN AND INSULIN SYRINGES with NDC numbers and with Prescription Order.  
NON-INSULIN SYRINGES with NDC numbers and with Prescription Order.  
DIABETIC SUPPLIES (test strips) with NDC numbers and with Prescription Order.  
DIAGNOSTIC AGENTS (test kits) with NDC numbers and with Prescription Order.  
PRENATAL VITAMINS with NDC numbers and with Prescription Order.  
VITAMINS WITH FLUORIDE with NDC numbers and with Prescription Order.

**2. EXCLUSIONS**

BIOLOGICAL SERUMS (immunological vaccines).  
OBESITY, WEIGHT AND DIET CONTROL DRUGS (anorexiants/stimulants).  
MEDICAL DEVICES/SUPPLIES  
INFERTILITY DRUGS  
CONTRACEPTIVE DEVICES  
SMOKING CESSATION DRUGS  
HAIR GROWTH STIMULANTS  
RETIN-A PRODUCTS for anyone 26 years of age and over.  
DRUGS USED TO TREAT COSMETIC CONDITIONS  
GROWTH HORMONES  
VITAMINS other than those listed above.  
ERECTILE DYSFUNCTION/ORGANIC IMPOTENCE DRUGS  
SEX CHANGE DRUGS  
ELECTIVE THERAPEUTIC ABORTION DRUGS  
NON-DRUG ITEMS, such as stockings or devices, even if a prescription is required.  
EXPERIMENTAL/INVESTIGATIONAL DRUGS or drugs required to be labeled: "Caution-Limited by Federal Law to Investigational Use."  
REFILLS obtained more than one (1) year after the original prescription date or prior to 75% of the completion of the projected usage.

**3. DRUG FORMULARY**

Drug Formulary to be developed by Hospital District and Script Care.

**SCHEDULE "A" continued**

**4. DISPENSING LIMIT**

See #7 below for maximum number of monthly prescriptions.  
Maximum Daily Supply is 34 days, unless otherwise specified by NCHD.

**5. DISPENSE AS WRITTEN**

Do not allow Eligible Enrollee to override generic substitution allowed by Prescription Order.

**6. NEGOTIATED DRUG PRICE**

Negotiated Drug Price equals 79% of the AWP Price (as defined in this Agreement) for the lower of: (i) generic price; or (ii) brand name price, regardless of which drug was dispensed.

**7. COINSURANCE REDUCTION, DISPENSING FEE ADD-ON, and MAXIMUM MONTHLY NUMBER OF PRESCRIPTIONS**

<u>Coverage Code</u>	<u>Coinsurance % Reduction</u>	<u>Dispensing Fee Add-On</u>	<u>Maximum# Monthly Prescriptions</u>
N50	50%	\$4.03	6
N60	40%	\$4.03	6
N70	30%	\$4.03	6
N80	20%	\$4.03	6
N90	10%	\$4.03	6
NI00	0%	\$4.03	6
POTH	0%	\$4.03	6
PSSI	0%	\$4.03	6
PTANF	0%	\$4.03	6

The schedule above is subject changes as directed by NCHD.

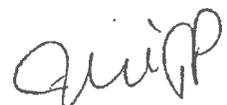
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SCHEDULE "B"

ADMINISTRATIVE SERVICES FEE PRICING SCHEDULE

1. **Administrative Services Fee Pricing Schedule** **Price**
- Administrative Fee Per Paid Prescription Claim ..... \$0.50  
(Administrative Fee includes Standard Administrative Services below at no additional charge)
  - Administrative Fee Per Re-Adjudicated Paid Prescription Claim ..... \$0.50
2. **Standard Administrative Services**
- On-Line Prescription Claims Capture and Related Claim Adjudication per Schedule "A"
  - Utilization and Management Reports per Schedule "C"
  - Recurrent Eligibility File Updates
  - Recurrent Changes to Plan Specifications
  - Periodic Drug Formulary Updates
  - Prospective Drug Utilization Review Services upon claim adjudication
  - Software to support electronic input of Eligibility File Maintenance Data
3. **Initial Fees**
- Plan Implementation Fee ..... Waived
  - Plan Start-up Fee ..... Waived
  - Initial Set Up Fee ..... Waived

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SCHEDULE "C"

**UTILIZATION & MANAGEMENT REPORTS**

**General Reports** (as requested by Hospital District)

1. Accepted Group Claims (Payor Statement)
2. Cost and Utilization Summary Report
3. Cost and Utilization Report
4. Cost Comparison Report
5. Utilization Comparison Report
6. Cost Range Report
7. Stop-Loss Report
8. Family Utilization Report - one Eligible Enrollee ID per page
9. Monthly Summary Report
10. Coinsurance Report
11. Member (Eligible Enrollee) Utilization Report By Location
12. Member (Eligible Enrollee) Summary By Dollars
13. Member (Eligible Enrollee) Summary By Name
14. Top Utilized Drugs by Dollars
15. Top Utilized Drugs by Dollars (Drug Information)
16. Profile Analysis Report
17. Controlled Substances Report
18. Rx Provider Summary - by group
19. Therapeutic Class Report
20. Medication in Top Therapeutic Class

**Special Reports** (as requested by Hospital District)

1. Drug Formulary Compliance Report
2. Drug cost/utilization by specific class
3. Drug cost/utilization by name of medication, dosage and dispensed quantities
4. Drug cost/utilization by physician name
5. Drug cost/utilization by Eligible Enrollee name
6. Drug cost/utilization by coverage type
7. Drug cost/utilization by Eligible Enrollee age
8. Drug cost/utilization by brand name and generic
9. Ad hoc reports

Any of the above referenced reports may be provided by Script Care under an alternative name but must contain the essential data elements requested by the Hospital District.

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**SCHEDULE "D"**

***ELIGIBILITY MAINTENANCE DATA***

The Hospital District shall provide the Eligibility File Maintenance Data to Script Care in the form and format specified below on electronic diskette, via electronic mail with file attached or through direct input from the Hospital District through a software program to be provided Hospital District by Script Care. When necessary, hard copy Eligibility Data will be accepted by Script Care either through certified mail, postage pre-paid with return receipt requested or via facsimile, with receipt acknowledgment.

(256 Characters blocked 16-6250 or 1600 BPI)

<u>Field</u>	<u>Position</u>	<u>Length</u>	<u>Description</u>
Carrier Code	1-2	2	Assigned by Script Care
Group Number	3 - 14	12	Assigned by Script Care
Cardholder ID Number	15 - 32	18	Social Security Number w/ 2 Digit ID
Effective Date	36 - 41	6	<b>YYMMDD</b>
Termination Date	42-47	6	<b>YYMMDD</b>
Date of Birth	63 - 68	6	<b>YYMMDD</b>
Sex	69	1	MorF
Last Name	70-84	15	
First Name	85 - 94	10	
Middle Initial	95	1	
Social Security Number	96 - 104	9	
Coverage Code	105-106	2	Benefit Option

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**Assurances and Certifications**  
(To be executed and returned to NCHD with Proposal)

I understand that my organization, known as "Offeror", must comply with each of the assurances and certifications below if awarded a Contract in response to this RFP solicitation. I certify that I am legally authorized to bind my organization to the following assurances and certifications, as exemplified by my signature at the end of this attachment. I understand that my failure to sign this attachment and certify all of these assurances may result in disqualification of my organization's proposal.

1. Offeror has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal.
2. Offeror acknowledges that no conflict of interests, as defined in Section 1.33 of this RFP, or otherwise, exist either with NCHD, including its Board, officers and employees; with CHRISTUS Spohn Health System Corporation, including its Board, officers and employees; or with CHRISTUS Spohn Hospital Memorial, including its officers and employees.
3. Offeror has thoroughly examined the attachments, drawings, specifications, schedule, instructions and all other RFP documents. Offeror has made all investigations and inquiries necessary to be thoroughly informed regarding the services as required by the RFP originating this Contract.
4. Offeror's business is a duly qualified, capable, and otherwise bendable business entity.
5. No persons or selling agency has been retained to solicit the business resulting from this RFP upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Offeror. For breach or violation of this representation and warranty, NCHD shall have the right to terminate the resulting Contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. Offeror will comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986 who will perform any labor or service under this RFP.
7. Offeror will comply with all federal statutes relating to nondiscrimination. These statutes include but are not limited to Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, particularly 45 CFR Part 80 (relating to race, color and national

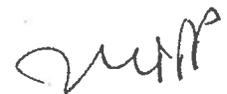
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origin) 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

8. As provided by Texas Family Code, §231.006, a child support obligor who is more than 30-days delinquent in paying child support and a business entity in which the obligor is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Although the funds used by NCHD to fund this contract are local and not state funds, the Offeror nonetheless certifies that it is not ineligible to receive state payments under the above statute and further acknowledges that NCHD may terminate this contract and payment may be withheld if this certification is inaccurate.
9. Offeror has arrived at this proposal independently without consultation, communication, or agreement with any other offered or competitor for the purpose of restricting competition.
10. Offeror certifies that neither it nor its owners, officers or employees is involved in other activities or relationships with other persons or entities that cause Offeror to be unable or potentially unable to render impartial service, assistance or advice to NCHD, or that impair or might impair Offeror's objectivity in performing the contracted service, or that cause Offeror to have an unfair competitive advantage, or that is a financial or other conflict of interest, real or apparent.
11. Offeror accepts the terms, conditions, and provisions set forth in the RFP.
12. Offeror accepts NCHD's sole right to alter the RFP and Contract Award Schedule and/or the Service Implementation Schedule, without prior approval of the Offeror/Contractor.
13. Offeror agrees that no claim will be made for payment to cover costs incurred in the preparation or the submission of its proposal or any other associated costs.
14. Offeror owes no funds to Memorial Medical Center located in Corpus Christi, Texas or to NCHD.
15. Offeror owes no delinquent ad valorem taxes in Nueces County, Texas.
16. Offeror agrees to refrain from entering any subcontracts for services sought under this RFP without prior approval in writing or waiver of the right of prior approval in writing from NCHD.
17. Offeror agrees that all products resulting from a contract award will be the property of NCHD.
18. Offeror acknowledges NCHD is exempt from City, State and most Federal taxes.
19. Offeror agrees to ensure that information about individuals served by NCHD will be kept confidential.
20. Offeror acknowledges that under Texas law, proposals are required to be opened in a manner that acknowledges only their presence, that avoids disclosure of the contents to

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competing offerors, and keeps the proposal secret during the process of negotiation. Offeror acknowledges that proposals are available and open to public inspection after the contract is awarded, except for trade secrets and confidential commercial and financial information contained in the proposals that has been identified as such by the Offeror. Offeror acknowledges that if it does not desire that trade secrets or confidential commercial and financial information be disclosed to the public, it should clearly identify proposal data that it considers proprietary. Offeror is aware that if NCHD is requested to disclose any proprietary proposal data furnished to it by Offeror that is subject to provisions of the Public Information Act, NCHD will notify the Offeror in writing of such request within ten (10) business days of receipt of the request. Offeror expressly acknowledges that if it is so notified, it bears the burden of establishing that its trade secrets and/or confidential commercial and/or financial information should be withheld under the applicable Public Information Act exceptions intended to protect its interests.

21. Offeror certifies that it, nor any of its principals, are presently held in abeyance, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a similarly performing contract by any federal or state department or agency.
22. Offeror, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas.
23. Neither Offeror nor any member of Offeror's staff or principals has participated in the development of specific evaluation criteria for award of this contract, nor will participate in the selection of the successful Offeror awarded this contract.
24. No principal of Offeror has worked as an employee for NCHD in the preceding year.
25. Offeror has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for the award of this contract or that will participate in the selection of the successful Offeror awarded this contract.
26. Offeror agrees to provide NCHD with information necessary to validate any statements made in its proposal (including these Assurances and Certifications), as requested by NCHD, including but not limited to allowing access for on-site observation, granting permission for NCHD to verify information with third parties, and allowing inspection of offeror's records. Offeror understands that failure to substantiate any statements made in its proposal as requested by NCHD may result in disqualification of the proposal.
27. Offeror certifies that no Federal or State Health and Human Service agency, or Public Safety, or Criminal Justice agency has not revoked, limited or restricted its license, permit, or certificate to operate in Texas.
28. Neither Offeror nor its owners, officers or employees have given, offered to give, or intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any NCHD officer or employee in connection with its submitted proposal.



29. All confidential materials made available to the successful Offeror by NCHD, including copies thereof, shall be returned to NCHD upon completion of the service or upon the request of NCHD:
30. Offeror certifies that none of the funds paid by NCHD pursuant to any contract resulting from this RFP will be used to pay any person for influencing or attempting to influence an officer or employee of NCHD or Nueces County.
31. Offeror certifies that it is not in bankruptcy receivership (Chapter 7, U.S. Bankruptcy Code) or in bankruptcy rehabilitation proceedings (Chapters 11, 12, and 13, U.S. Bankruptcy Code) during the preceding five (5)-year period.
32. Offeror certifies that none of Offeror's property, plant or equipment has been subject to foreclosure or repossession within the preceding five (5)-year period.
33. Offeror certifies that it has not had any debt declared in default and accelerated to maturity within the preceding five (5)-year period.
34. Offeror assures that its equipment and software will be compatible with and operate efficiently with computer equipment and software manufactured and/or distributed by Dell®, Compaq®, Microsoft®, and Hewlett Packard® which may be utilized by NCHD.
35. Offeror agrees to properly complete and submit an Internal Revenue Service Form W-9 *Request for Taxpayer Identification Number and Certification* prior to any payments being made by NCHD.
36. Offeror certifies that it is aware its proposal will be property of NCHD and will not be returned to the Offeror.
37. The person representing the Offeror as the point-of-contact is:

Name: Dustin R. Brown  
 Title: Senior Executive Vice President  
 Address: 6380 Folsom Drive  
Beaumont, TX 77706  
 Telephone: (800) 880-9902  
 FAX: (409) 833-7435  
 Electronic Mail: dbrown@scriptcare.com

38. Enter Offeror's Federal Employer Identification Number.  
 Offeror's Federal Employer Identification Number is: 76 - 0295598  
 If you are a sole owner or partnership, enter your Social Security Number.  
 Offeror's Social Security Number is \_\_\_\_\_

Offeror: Script Care, Ltd.  
 Address: 6380 Folsom Drive, Beaumont, TX 77706

39. Signature of authorized representative.

  
Authorized Signature 12-22-20  
Date

Kevin J. Brown President  
Title  
Printed Name of Signer

**Attach this entire executed Assurance and Certifications document to Offeror's proposal.**



EXHIBIT "B"

*BUSINESS ASSOCIATE AGREEMENT*

NUECES COUNTY HOSPITAL DISTRICT  
PHARMACY BENEFIT ADMINISTRATIVE SERVICES AGREEMENT  
SCRIPT CARE, LTD.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into by and between Script Care, Ltd. (hereinafter referred to as "CONTRACTOR"), and the Nueces County Hospital District, a political subdivision of the State of Texas (hereinafter referred to as "NCHD").

### RECITALS

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

### TERMS

#### CONTRACTOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") AND ELECTRONIC PROTECTED HEALTH INFORMATION ("EPHI")

##### A. Definitions.

1. Confidential Information is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).
2. Protected Health Information ("PHI") is defined in 45 C.F.R. § 160.103 and is limited to information created or received by CONTRACTOR from or on behalf of NCHD.
3. Electronic Protected Health Information ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

*Script Care*

B. General.

1. CONTRACTOR agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. CONTRACTOR agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at CONTRACTOR's own expense.
3. CONTRACTOR agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of CONTRACTOR's services to NCHD. Compliance with this paragraph is at CONTRACTOR's own expense.
4. The terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. CONTRACTOR represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. CONTRACTOR is a "Business Associate" of NCHD as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI.* CONTRACTOR agrees not to use or disclose PHI received from or on behalf of NCHD or created, compiled, or used by CONTRACTOR pursuant to the SCRIPT CARE LTD, PHARMACY BENEFIT ADMINISTRATIVE SERVICES AGREEMENT to which this BAA is attached (hereinafter the "Agreement") other than as permitted or required by this-BAA, or as otherwise required by law.
2. *Limitation on Further Use or Disclosure.* CONTRACTOR agrees not to further use or disclose PHI or EPHI received from or on behalf of NCHD or created, compiled, or used by CONTRACTOR pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by NCHD, or if either CONTRACTOR or NCHD is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
3. *Safeguarding PHI.* CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.



4. *Safeguarding EPHI.* CONTRACTOR agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of NCHD and to comply with Subpart C of 45 C.F.R. Part 164. These safeguards shall include, but not be limited to, the following:

- a) Encryption of EPHI that CONTRACTOR stores and transmits;
- b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
- c) Use of updated antivirus software;
- d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e) Periodic security training.

5. *Reporting Security Incidents.* CONTRACTOR agrees to report to NCHD any Security Incident **immediately** upon becoming aware of such. CONTRACTOR further agrees to provide NCHD with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If CONTRACTOR determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, CONTRACTOR agrees to notify NCHD in writing of the conditions that make reproduction infeasible and any information CONTRACTOR has regarding the PHI or EPHI involved.

CONTRACTOR agrees to cooperate in a timely fashion with NCHD regarding all Security Incidents reported to NCHD.

CONTRACTOR agrees that NCHD will review all Security Incidents reported by CONTRACTOR and NCHD, in its sole discretion, will take steps in response, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on NCHD's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring and related services for a period of time to be determined by NCHD, at no cost to the individual(s); and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States

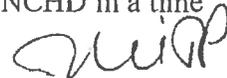
Department of Health and Human Services ("HHS").

CONTRACTOR agrees to reimburse NCHD for all expenses incurred as a result of CONTRACTOR's Security Incidents, including, but not limited to, expenses related to the activities described above. CONTRACTOR agrees that NCHD will select the contractors and negotiate the contracts related to said expenses.

6. *EPHI and Subcontractors.* CONTRACTOR shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI and comply with Subpart C of 45 C.F.R. Part 164. Further, CONTRACTOR agrees to give NCHD at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States. CONTRACTOR understands and agrees that it remains ultimately responsible for any breaches of PHI or EPHI and violations of the Privacy and Security Requirements by its agent(s) or subcontractor(s).
7. *Subcontractors and Agents.* CONTRACTOR shall require any subcontractor or agent that creates, receives, maintains, or transmits PHI or EPHI on behalf of CONTRACTOR pursuant to this BAA and the Agreement, to agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and EPHI. CONTRACTOR agrees to terminate its agreement with its agent(s) or subcontractor(s), if (a) CONTRACTOR becomes aware of a pattern of activity or practice of its agent(s) or subcontractor(s) that constitute a material breach or violation of the agent or subcontractor's obligation under the agreement or other arrangement with CONTRACTOR or (b) agent(s) or subcontractor(s) takes steps to cure the breach or end the violation and such steps are unsuccessful.
8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs. NCHD agrees:
  - a) to be bound by these provisions with regard to PHI or EPHI received from CONTRACTOR;
  - b) to restrict access to such PHI or EPHI to NCHD's Administrator and/or Assistant Administrator, NCHD's Chief Financial Officer, the Nueces County Attorney's Office, and designated employees of NCHD's Benefits Department for legal and auditing services; and
  - c) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.



9. *Mitigation.* CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI or EPHI by CONTRACTOR, or by a subcontractor or agent of CONTRACTOR, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. CONTRACTOR also agrees to inform NCHD in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
10. *Notice -Access by Individual.* CONTRACTOR agrees to notify NCHD in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact NCHD to obtain access to the individual's PHI. Upon request by NCHD and within three (3) business days of the request, CONTRACTOR agrees to make available PHI and EPHI to NCHD in accordance with 45 C.F.R. § 164.524.
11. *Notice - Request for Amendment.* CONTRACTOR agrees to notify NCHD in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to NCHD to request an amendment of the individual's PHI or EPHI. CONTRACTOR agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to in accordance with 45 C.F.R. § 164.526 within three (3) business days of receipt of the notice to incorporate the amendment(s).
12. *Notice - Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, CONTRACTOR agrees to notify NCHD in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to NCHD for an accounting of the disclosures of the individual's PHI or EPHI. CONTRACTOR agrees to make available to NCHD upon request, within three (3) business days of the request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
13. *HHS Inspection.* Upon written request, CONTRACTOR agrees to make available to HHS or its designee, CONTRACTOR's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, NCHD in a time or manner designated by HHS for purposes of HHS determining NCHD's compliance with the Privacy and Security Requirements.
14. *NCHD Inspection.* Upon written request, CONTRACTOR agrees to make available to NCHD and its duly authorized representatives during normal business hours CONTRACTOR's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, NCHD in a time



and manner designated by NCHD for the purposes of NCHD determining compliance with the Privacy and Security Requirements. CONTRACTOR agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. CONTRACTOR agrees to allow similar access to books, records, and documents related to contracts between CONTRACTOR and organizations related to or subcontracted by CONTRACTOR to whom CONTRACTOR provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, NCHD.

15. *PHI or EPHI Amendment.* Within three (3) business days of receipt of notification, CONTRACTOR agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by NCHD pursuant to this BAA when notified by NCHD that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
  
16. *Documentation of Disclosures.* CONTRACTOR agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for NCHD to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
  
17. *Termination Procedures.* Upon termination of this BAA for any reason, CONTRACTOR agrees to deliver all PHI or EPHI received from NCHD or created, compiled, or used by CONTRACTOR pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by NCHD in writing, to destroy all PHI or EPHI and retain no copies and certify to NCHD in writing that all PHI and EPHI not returned has been destroyed, within the time frame determined by NCHD, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when CONTRACTOR maintains PHI or EPHI from NCHD in any form. If CONTRACTOR determines that transferring or destroying the PHI or EPHI is infeasible, CONTRACTOR agrees:
  - a) to notify NCHD of the conditions that make transfer or destruction infeasible;
  - b) to extend the protections of this BAA to such PHI or EPHI;
  - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to NCHD, or destruction infeasible; and
  - d) to return or, if requested by NCHD, to destroy the PHI or EPHI retained by CONTRACTOR when it becomes feasible.



18. *Notice-Termination.* Upon written notice to CONTRACTOR, NCHD may terminate any portion of the Agreement under which CONTRACTOR maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to CONTRACTOR, NCHD may terminate the entire Agreement if NCHD determines, at its sole discretion, that CONTRACTOR has repeatedly violated a Privacy or Security Requirement.
19. *Obligations of NCHD.* To the extent NCHD requests in writing that CONTRACTOR carry out one or more of NCHD's obligations under Subpart E of 45 C.F.R. Part 164, CONTRACTOR agrees to comply with the requirements of Subpart E that apply to NCHD in the performance of such obligation.
- E. Survival of Privacy Provisions. CONTRACTOR's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.
- F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if NCHD, in its reasonable discretion, determines that amendment is necessary for NCHD to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit NCHD to comply with the Privacy and Security Requirements.
- G. **INDEMNIFICATION.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, NCHD AND ITS BOARD OF MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, GOVERNMENTAL FINES AND PENALTIES, AWARDS, AND COSTS (INCLUDING COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:
1. A BREACH OF THIS BAA RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY CONTRACTOR; OR
  2. ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.
- H. Electronic Mail Addresses. CONTRACTOR affirmatively consents to the disclosure of its e-mail addresses that are provided to NCHD, including any agency or department of NCHD. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and shall survive termination of this BAA. This consent shall apply to e-mail addresses provided

by CONTRACTOR and agents acting on behalf of CONTRACTOR and shall apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

- I. Notices. Any notice required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three(3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such address as NCHD may subsequently designate to CONTRACTOR in writing:

Jonny F. Hip  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401-0835

- J. Except as otherwise limited in this BAA, CONTRACTOR may use or disclose Protected Health Information it creates or receives from or on behalf of NCHD to provide the services to or on behalf of NCHD set out in the Agreement to which this BAA is attached.
- K. This BAA is effective on the later date it is signed by the Parties and survives the termination of the Agreement.

Executed in multiple originals, each of equal force, by duly authorized representatives of the Nueces County Hospital District and CONTRACTOR.

NUECES COUNTY HOSPITAL DISTRICT

CONTRACTOR-SCRIPT CARE LTD

By: Jonny F. Hipp

By: Kevin Brown

Name: Jonny F. Hipp

Name: Kevin Brown

Title: Administrator/Chief Executive Officer

Title: President

Date Signed: 12/21/2020

Date Signed: 12-23-20

**NUECES COUNTY HOSPITAL DISTRICT**  
**Board of Managers**  
**Meeting Schedule**  
**Calendar Year 2021**

**Meeting Dates & Times:**

- Tuesday, January 19, 2021, 12:00 Noon
- Tuesday, February 16, 2021, 12:00 Noon
- Tuesday, March 16, 2021, 12:00 Noon
- Tuesday, April 20, 2021, 12:00 Noon
- Tuesday, May 18, 2021, 12:00 Noon
- Tuesday, June 15, 2021, 12:00 Noon
- Tuesday, July 20, 2021, 12:00 Noon
- Tuesday, August 17, 2021, 12:00 Noon – Adopt Annual Budget
- Tuesday, September 21, 2021, 12:00 Noon – Elect Officers & Appoint Committees
- Tuesday, October 19, 2021, 12:00 Noon
- Tuesday, November 16, 2021, 12:00 Noon
- Tuesday, December 14, 2021, 12:00 Noon