

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Special Meeting
Tuesday, March 2, 2021 at 12:00 PM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

MEMBERS:

- 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. Call to order.

B. Establish quorum.

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

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

4. PUBLIC COMMENT - Persons attending in-person and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

5. REGULAR AGENDA - The Regular Agenda consists of those agenda items which are non-routine, 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. Discuss and consider revising legislative agenda for 87th Texas Session. *(ACTION)* 4

B. Discuss and consider approval of Statement of Work (SOW) with Accenture, LLP to assist with addressing COVID-19 response planning for the 8-week term March 3, 2021 - April 21, 2021; SOW relates to strategy and planning for COVID-19 vaccine second dose scheduling, emergency operations organization reviews, digital portal/test data management - testing and assessment services, public health messaging, and COVID-19 data analytics and reporting; authorize Administrator to execute SOW and related documents. *(ACTION)* 10

C. 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):

1. Amendment No. 1 to Statement of Work (SOW) with Accenture, LLP extending final deliverable to March 21, 2021; SOW originally entered October 21, 2020; SOW relates to the provision of and access to proprietary and COVID-19 related data supporting identification of Nueces County's social determinants of health; SOW includes provision of cloud-based social determinants data sets and development of geographical and population-based dashboards in conjunction with Texas Health Institute. SOW accompanies Texas Department of Information Resources Contract No. DIR-TSO-4062 relating to cloud services and related services. *(ACTION)* 19

2. Amendment No. 1 to Agreement with Texas Health Institute extending term to March 23, 2021; Agreement originally entered October 20, 2020; Agreement relates to provision of project management, subject matter expert, environmental and policy scan, community stakeholder engagement services, and recommendations to guide Accenture, LLP's social determinants of health dashboard framework and metrics. *(ACTION)* 21

6. 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 Hospital District-owned real property.

B. Consult with attorneys on matters relating to Amended and Restated Membership Agreement between the Hospital District and CHRISTUS Spohn Health System Corporation.

C. Consult with attorneys on matters relating to the Professional Services Agreement between the Hospital District and The Law Office of Richard Schechter, P.C., The Lanier Law Firm, P.C., Reich & Binstock, LLP, and The Law Office of James B. Ragan and their respective team, and The Purnell Law Firm, Phipps Anderson Deacon, LLP and their respective team.

7. **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.

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

9. **ADJOURN**

NUECES COUNTY HOSPITAL DISTRICT
87th Texas Legislative Session
Legislation Update
March 2, 2021

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) to read as follows: Use of Certain Funds by the Nueces County Hospital District. “With the approval of the Nueces County Commissioners Court, If the board of the Nueces County Hospital District determines the district will have funds available after funding indigent health care as described by Subsection (b)(1), the board of the Nueces County Hospital District, with the approval of Nueces County Commissioners Court, may use funds made available to the district from any 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 <u>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 NONPROFIT MANAGEMENT CONTRACTOR”;</p> <p style="padding-left: 20px;">b. Amend §285.071, Definition, to read as follows: “In this chapter, “hospital district management contractor”</p>	

<p>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</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 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.”</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, 2021 <u>2023</u>.”</p> <p>b. Amend Subchapter A, General Provisions, §298C.004(b) to read as follows: “This chapter expires December 31, 2021 <u>2023</u>.”</p>	<p>S.B. No.273 by Sen. Hinojosa (Repeals Sunset) H.B. 1456 by Rep. Herrero (Repeals Sunset)</p>

A BILL TO BE ENTITLED

AN ACT

relating to use of district funds by the Nueces County Hospital District.

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

SECTION 1. Section 281.094, Health and Safety Code, is amended to read as follows:

USE OF ~~CERTAIN~~ FUNDS BY THE NUECES COUNTY HOSPITAL DISTRICT.

(a) ~~With the approval of the Nueces County Commissioners Court,~~If the board of Nueces County Hospital District determines the district will have funds available after funding indigent care as described by Subsection (b)(1), the board of the Nueces County Hospital District, with the approval of Nueces County Commissioners Court, may use funds made available to the district from any 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.

(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).

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2021.

County of Nueces



ROBERTO G. HERNANDEZ

Commissioner
Precinct 1

JOHN MAREZ

Commissioner
Precinct 3

JOE A. GONZALEZ

Commissioner
Precinct 2

BARBARA CANALES

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

BRENT CHESNEY

Commissioner
Precinct 4

COMMISSIONERS COURT RESOLUTION SUPPORTING LEGISLATION CLARIFYING THAT FUNDS FROM SOURCES OTHER THAN TAX LEVY MAY BE USED TO FUND HEALTHCARE SERVICES FOR RESIDENTS OF THE HOSPITAL DISTRICT, IN ADDITION TO INDIGENT HEALTHCARE, AND TO ADOPT THE TERM "INTELLECUTAL DISABILITIES" TO REPLACE "MENTAL RETARDATION"

WHEREAS, Health Code, §281.094 relates to use of certain funds by the Hospital District and §281.094(a) provides that 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 j ail facilities, and for other health related purposes; and,

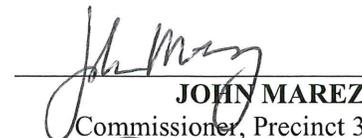
WHEREAS, during the 87th Legislative Session, the Nueces County Commissioners Court is hereby supportive of amending Health and Safety Code Section 281.094(a) to clarify that the Nueces County Hospital District may use funds available to the district from sources other than tax levy to fund health care services for residents of the district in addition to indigent health care:

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS COURT OF NUECES COUNTY, TEXAS, hereby supports the resolution attached hereto by the Hospital District Board of Session requesting to amend Health Code, §281.094(a) to: (a) clarify that the 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, in addition to indigent health care; and (b) to adopt the term "intellectual disabilities" to replace "mental retardation" which is now recognized as an inaccurate term.

DULY ADOPTED BY VOTE OF THE COMMISSIONERS COURT OF NUECES COUNTY, TEXAS, ON THIS THE 10TH DAY OF FEBRUARY 2021.


ROBERTO G. HERNANDEZ
Commissioner, Precinct 1


BARBARA CANALES
County Judge

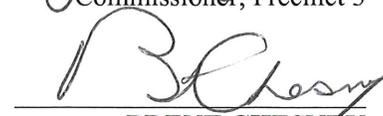

JOHN MAREZ
Commissioner, Precinct 3


JOE A. GONZALEZ
Commissioner, Precinct 2



ATTEST:

KARA SANDS, County Clerk


BRENT CHESNEY
Commissioner, Precinct 4

County of Nueces

3.A.9(C)

ROBERTO G. HERNANDEZ
Commissioner
Precinct 1



JOHN MAREZ
Commissioner
Precinct 3

JOE A. GONZALEZ
Commissioner
Precinct 2

BRENT CHESNEY
Commissioner
Precinct 4

BARBARA CANALES

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

COMMISSIONERS COURT RESOLUTION SUPPORTING LEGISLATION TO REPEAL OR EXTEND EXPIRATION DATES OF HEALTH CARE PROVIDER PARTICIPATION PROGRAM

WHEREAS, Health Code, §298C authorized the Hospital District to create and participate in a Health Care Provider Participation Program (the "Program") on the affirmative vote of majority of the Board and the Program was created on September 29, 2020 and the District has participated in the Program thereafter; and,

WHEREAS, the authority of the Hospital District to administer and operate the Program expires December 31, 2021 pursuant to Health Code, §298C.004(a) and additionally Health Code, Chapter 298C expires on said date pursuant to Health Code, §298C.004(b); and,

WHEREAS, during the 87th Texas Legislative Session, the Board seeks to repeal or extend the expiration dates of Health Code, §298C.004(a) and (b) in order to continue operating the Program beyond December 31, 2021 for benefit of the citizens of Nueces County;

NOW, THEREFORE, BE IT RESOLVED THAT THE NUECES COUNTY COMMISSIONERS COURT, hereby supports the attached resolution approved by the Hospital District Board of Managers requesting the adoption of legislation during the 87th Texas Legislative Session to repeal or extend the expiration dates of Health Code, 298C.004(a) and (b) in order to continue operation of the Health Care Provider Participation Program created by Health Code, Chapter 298C beyond December 31, 2021 for benefit of the citizens of Nueces County.

WHEREAS DULY ADOPTED BY VOTE OF THE COMMISSIONERS COURT OF NUECES COUNTY, TEXAS ON THE 10TH DAY OF FEBRUARY, 2021.



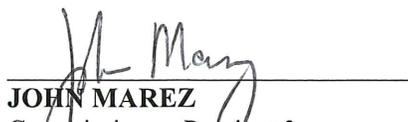
ROBERTO G. HERNANDEZ
Commissioner, Precinct 1



BARBARA CANALES
Nueces County Judge



JOE A. GONZALEZ
Commissioner, Precinct 2



JOHN MAREZ
Commissioner, Precinct 3





BRENT CHESNEY
Commissioner, Precinct 4

ATTEST: 

KARA SANDS, County Clerk

20210093-2/10

DBITS

(Deliverables-Based Information Technology Services)

PROVIDED UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES-CONTRACT DIR-TSO-4005

STATEMENT OF WORK (SOW)

Accenture, LLP

Nueces County COVID-19 Response Services

IT Assessments/Planning & Program Management

Nueces County Hospital District

March 2021

Contact:

Rob Cohan

Managing Director

Accenture, LLP

323 Congress Ave

Austin, TX 78701

(512)-680-0560

robert.cohan@accenture.com

1. Introduction

At the request of the Head of Emergency Management for the Nueces County Region, the Nueces County Hospital District is seeking COVID-19 Project Management Office (PMO) Response Services to assist with addressing COVID-19 response planning. Accenture proposes to provide services in a command center model to triage, assess, plan, and advise on critical COVID-19 response capabilities.

2. Scope

Accenture will provide project management services to support Nueces County Hospital District in its efforts to provide health care services to respond to COVID-19. The Accenture COVID-19 PMO Response Team will work with Nueces County Hospital District and its designee(s), including Nueces County and/or Corpus Christi-Nueces County Public Health District to define COVID-19 support services needed and to advise Nueces County Hospital District and its designee(s) on related strategies across people, process, and technology factors (costs, roles, priorities timing, etc.).

The specific defined services which Accenture will provide to Nueces County Hospital District every two weeks will be outlined in writing at the start of each two-week period in the Public Health Work Report deliverable and mutually agreed upon between either Rob Cohan or Ryan Callison, the Accenture Program Managers, and Nueces County Hospital District CEO/Administrator Jonny Hipp, and/or its designee(s). At the start of each two-week period, Accenture will provide the Nueces County Hospital District a copy of the agreed upon Public Health Work Report deliverable executed by Nueces County Hospital District and/or its designee(s).

The agreed-to plan ("Work Plan") in the Public Health Work Report (every two weeks) deliverable shall herein by reference become an exhibit hereto and shall be governed by this SOW.

Should Nueces County Hospital District and/or its designee(s) and Accenture not be able to mutually agree upon a Work Plan for any two-week period, Nueces County Hospital District in its sole discretion may immediately suspend or terminate this agreement by written notice to Accenture.

An initial Work Plan for the first two weeks will be developed and agreed to upon execution of this Statement of Work. The Work Plan, by reference, will also become an exhibit hereto.

COVID-19 Support Service Identification, Planning, Advisory, and Monitoring

- Accenture will provide planning, advisory and monitoring services to assist the Nueces County Hospital District in identifying, procuring and implementing needed COVID-19 support services. Accenture's proposed services will include:
 - o High-level service proposal review
 - o Targeted data support, analysis and recommendations

- Potential services to be addressed may include those found in the list below. Services to be addressed can be adjusted or added to based upon discovery and memorialized in Work Plans in the Public Health Work Reports.
 - o Strategy and Planning for COVID-19 Vaccine 2nd Dose Scheduling
 - o Emergency Operations Organization Reviews
 - o Digital Portal/Test Data Management - Testing and Assessment Services
 - o Public Health Messaging
 - o COVID-19 Data Analytics and Reporting

- Once services have been identified and prioritized, Accenture and the Nueces County Hospital District and/or its designee(s) will agree upon an Accenture Work Plan for each following two-week period, which will be documented in the bi-weekly Public Health Work Reports. The Work Plan will involve planning and advisory services for selected prioritized response services.

Unless otherwise agreed to in writing by Nueces County District Hospital District the above describes the complete scope of Services for this SOW. NO ADDITIONAL WORK SHALL BE PERFORMED OR BILLED WITHOUT THE PRIOR WRITTEN APPROVAL BY NUECES COUNTY HOSPITAL DISTRICT.

3. Assumptions

The following are the key assumptions and principles upon which Accenture's scope of Services and pricing are based:

- Accenture will perform all Services on a remote basis and will attend Program meetings by telephone or video conference.
- The Accenture Team will perform Services during Nueces County Hospital District's and/or its designee(s) regular business hours, unless otherwise requested by Nueces County Hospital District and/or its designee(s) on an as needed basis.
- The Nueces County Hospital District and/or its designee(s) shall commit to their fullest ability the necessary resources and management involvement to support Accenture's services, recognizing that Nueces County Hospital District neither possesses, owns, or controls the data necessary for Accenture's performance, and if the data cannot or is not made available, Nueces County Hospital District has sole discretion to immediately suspend or terminate this agreement by written notice to Accenture.

The Nueces County Hospital District and/or its designee(s) shall set overall direction for the engagement and make choices on direction, options and priorities. Decisions to be made by Nueces County Hospital District and/or its designee(s) will be made promptly and without delay.

- The Nueces County Hospital District shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party products provided strictly by Nueces County Hospital District to Accenture under this SOW.
- The Nueces County Hospital District shall be responsible for the performance of any third parties strictly engaged by Nueces County Hospital District in connection with this SOW and ensuring that they cooperate with Accenture.
- The Nueces County Hospital District and/or its designee(s) shall be responsible for the operation and use of Accenture's services and deliverables, subject to applicable warranties and indemnities, and for determining whether the services and deliverables provided by Accenture under this SOW, including any revised business processes, meet Nueces County Hospital District's and/or its designee(s) business requirements and applicable internal guidelines.

- Accenture shall have no access to the Nueces County Hospital District's and/or its designee(s) personal data.
- Accenture and its personnel do not provide and will not be required to provide any legal, regulatory, audit, medical, insurance or tax advice. The Nueces County Hospital District and/or its designee(s) will be responsible for obtaining such advice from their own legal counsel or other licensed professionals.
- By its performance of these Services, Accenture shall not be precluded from performing any related or follow-on services for Nueces County Hospital District and/or its designee(s), either as a prime contractor or a subcontractor to another vendor.
- By performing the services described by this document, Accenture shall not be responsible to individuals for bodily injury or death resulting from COVID-19.

4. Deliverables

a. Public Health Work Report

At the end of every two weeks, Accenture will provide a Public Health Work Report to Nueces County Hospital District and its designee(s) that:

- Provides an overview of work completed and advice provided pursuant to the work set out in the initial Work Plan or in previous Public Health Work Report
- Provides an agreed upon Work Plan for the following two weeks

Indicative services for Accenture planning and advisory may include, but are not limited to, the following (Note: these will be refined based on discovery):

- Strategy and Planning for COVID-19 Vaccine 2nd Dose Scheduling
- Emergency Operations Organization Reviews
- Digital Portal/Test Data Management - Testing and Assessment Services
- Public Health Messaging
- COVID-19 Data Analytics and Reporting

5. Team Structure

The program management services will be provided by the following Accenture Team members:

Resource	Role	Dedication
Rob Cohan	Engagement Executive	Part Time
Ryan Callison	Project Lead	Part Time
James Callison	Project Consultant	Part Time

6. Program Fees and Expenses

The fixed-fee pricing for services and deliverables is described in in the COVID-19 Response Services table below.

The price includes applicable taxes. Accenture will invoice Nueces County Hospital District via mail or email in accordance with the invoicing schedules below.

COVID-19 RESPONSE SERVICES

Deliverable Number	Deliverable Description	Deliverable Date	Invoicing Amount
1	Public Health Work Report	End of Week 2	\$32,500
2	Public Health Work Report	End of Week 4	\$32,500
3	Public Health Work Report	End of Week 6	\$32,500
4	Public Health Work Report	End of Week 8	\$32,500

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

The Nueces County Hospital District shall review the invoice against the required service/deliverable provided under this Agreement. Upon approval of invoice by Nueces County Hospital District and its designee(s), payment shall be remitted by District. Nueces County Hospital District shall pay Accenture undisputed amount of invoice within thirty (30) calendar days of invoice date with payment sent via the United States Postal Service to the address provided by Accenture on the invoice. If the Nueces County Hospital District determines that payment for specific fees and/or services are disputed, the undisputed portion of the invoice shall be approved for payment. The Nueces County Hospital District

and Accenture shall attempt to resolve the disputed portion of the invoice with ten (10) calendar days.

7. Notice:

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

8. Amendment:

This agreement may be changed or amended at any time by written mutual consent of the Nueces County Hospital District and Accenture.

9. Confidentiality.

Accenture agrees that all information obtained under the terms of this Agreement will not be publicly disclosed or used other than for the activities contemplated hereunder except as required by law or by the rules and regulations of any regulatory authority or with prior written consent of the Nueces County Hospital District, such consent not to be unreasonably withheld. Accenture agrees further to enter into a mutually acceptable Business Associate Agreement pursuant to HIPAA upon Nueces County Hospital District's request.

10. Period of Performance

The period of performance for the services in this SOW shall be (eight) 8 weeks, commencing on March 3, 2021 and expiring on April 21, 2021. The Nueces County Hospital District may terminate this agreement without cause and for reasons of its own upon providing fifteen (15) days' notice to Accenture or as otherwise provided herein. The Nueces County Hospital District may direct suspension of work during pendency of termination notice. The Nueces County Hospital District will only be responsive for payment of work performed through date of termination. This contract is being entered into pursuant to the terms and conditions of the State of Texas Department of Information Resources Deliverables Based IT Services Contract DIR-TSO-4005 located here:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIRTSO-400S&keyword=4005>.

11. Entire Agreement:

This Agreement sets forth the entire understanding and agreement of the Nueces County Hospital District and Accenture and supersedes any and all oral or written agreements or understandings as to the subject matter of this Agreement. Neither the Nueces County Hospital District nor Accenture is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein.

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

In Concurrence with the Terms Above:

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

Date:

Accepted and Agreed:



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

Nueces County Hospital District
Jonny F. Hipp
Administrator/Chief Executive Officer
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401
(361)-808-3300
jonny.hipp@nchdcc.org

2/12/21
Date

Date

STATEMENT OF WORK - AMENDMENT NO.1
CONTRACT DIR-TSO-4062

**NUECES COUNTY HOSPITAL DISTRICT
AND ACCENTURE, LLP**

WHEREAS, the Nueces County Hospital District and Accenture, LLP entered into a Scope of Services Contract on October 21, 2020 for 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 four months after signature;

WHEREAS, under its original terms, the Contract will expire on February 21, 2021;

WHEREAS, Nueces County Hospital District and Accenture, LLP now desire to extend the term of the Contract to provide additional time for completion of the final deliverable; and

NOW THEREFORE, Nueces County Hospital District and Accenture, LLP in consideration of the mutual Contracts contained in the original Contract do hereby mutually agree:

1. To strike the Date shown in the 4th Service Reference in the table of Services outlined in Provision 6 – Project Fees and Expenses in the original Contract describing the due date of the final deliverable under the Contract from 4 Months after Contract Signature to extend the original due date for an additional period of one (1) month so that the Contract will expire on March 21, 2021.

All other provisions of original Contract 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 Contracts already in effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Nueces County Hospital District and Accenture, LLP hereby execute these presents:

Accepted and Agreed:

Rob Cohan

Accenture LLP
Rob Cohan
Managing Director
319 Congress Ave., Suite 200
Austin, Texas 78701
(512) 680-0560

Date

Jonny F. Hipp

Nueces County Hospital District
Jonny F. Hipp
Administrator/Chief Executive Officer
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401
(361) 808-3300

02/18/2021

Date

In Concurrence with the Terms Above:

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

Date



Amendment No.1
Agreement between Texas Health Institute and Nueces County Hospital District

This Amendment is made this the 11th day of February, 2021, between the Texas Health Institute and the Nueces County Hospital District to the Original Agreement executed on October 20, 2020.

WHEREAS, the parties desire to amend certain terms and conditions set forth in the Agreement.

NOW THEREFORE, in consideration of the premises and of the promises and mutual covenants contained herein, and intending to be legally bound herein, the parties agree as follows:

1. Amend Section 1 Term by extending the end date of February 28, 2021 to March 23, 2021.
2. All other terms of the original Agreement shall remain in full force and effect.

This Amendment may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, which may be by fax, by electronic mail in “portable document format” (PDF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature and all of which will constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date set forth above.

Executed: February 11, 2021

TEXAS HEALTH INSTITUTE

NUECES COUNTY HOSPITAL DISTRICT

Ankit Sanghavi

Ankit Sanghavi

Jonny F. Hipp

Executive Director

Administrator/Chief Executive Officer

Date: February 11, 2021

Date: February 12, 2021