

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, November 16, 2021 at 10:00 AM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- ___ Daniel W. Dain, Chairman
- ___ Sylvia Tryon Oliver, Vice-Chairman
- ___ Belinda Flores, R.N.
- ___ 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. 8

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

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

5. CONSENT AGENDA - The Consent Agenda consists of those agenda items which are routine, 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 minutes:

- 1. Regular Meeting of October 19, 2021; and 18
- 2. Special Meeting of October 26, 2021. 27

B. Receive hospital providers' quarterly reports relating to certain Indigent Care Affiliation Agreements associated with participation in the Texas Healthcare Transformation and Quality Improvement Program Medicaid 1115 Waiver for calendar quarter-ended September 30, 2021:

- 1. CHRISTUS Spohn Health System Corporation Hospitals: Alice, Beeville, and Kleberg (Consolidated Report); 33
- 2. Corpus Christi Medical Center; and 42
- 3. Driscoll Children's Hospital. 46

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date: 47

- 1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;
- 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 October 31, 2021. *(Finance Committee)* 48
- 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)* 49
- 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 October 31, 2021. *(Finance Committee)* 50
- G. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. *(Finance Committee)* 54
- H. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC): 55
- 1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:
 - a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
 - b. Network Access Improvement Program (NAIP);
 - c. Texas Incentives for Physicians and Professional Services (TIPPS);
 - d. Uniform Hospital Rate Increase Program (UHRIP); and
 - 2. Supplemental Payment Programs - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:
 - a. Disproportionate Share Hospitals (DSH) program;

- b. Graduate Medical Education (GME);
- c. Hospital Uncompensated Care (UC) pool; and

3. Phase-Out Programs:

- a. Delivery System Reform Incentive Payment (DSRIP) pool. (*Finance Committee*)

6. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are 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 September 30, 2021. (**ACTION**) 56
- 2. Receive reports relating to Nueces Aid Program enrollment for the month-ended October 31, 2021:
 - a. Total Persons and Households Enrolled; 63
 - b. Enrollment Summary; 64
 - c. Denials; 66
 - d. Application Processing Summary; and 67
 - e. Enrollment by Zip Code. (**INFORMATION**) 69

B. **Indigent Health Care Program:**

- 1. Discuss and approve issuance of Request for Proposals for Development and Implementation of a Strategic Marketing Plan for Nueces Aid Program Enrollment Growth. (**ACTION**) 71

C. **Funding Requests Policy:**

- 1. Discuss and consider adopting a Board of Managers Resolution approving a Board policy relating to funding opportunities, proposals, and/or requests presented to the Hospital District. (**ACTION**) 104

D. **Medicaid 1115 Waiver:**

- 1. Receive and discuss information presented by Linda K. Wertz, Regional Healthcare Partnership 4 Consultant and Technical Advisor on the Medicaid 1115 Waiver Texas Healthcare Transformation and Quality Improvement Program, including the related Delivery System Reform Incentive Payment (DSRIP) program; receive information on: 111
 - a. Status and possible future direction of the Texas Medicaid 1115 Waiver; and
 - b. DSRIP health quality measures (projects) currently performed through the City of Corpus Christi/Nueces County Public Health

District. *(INFORMATION)*

E. COVID-19 Pandemic-Related Services Reimbursement:

1. Discuss and consider approving a Mutual Aid/Interlocal Cooperation Agreement with Nueces County related to the COVID-19 pandemic and related matters; Agreement relates to Nueces County reimbursement of past County-requested services provided by Accenture, L.L.P. and Texas Health Institute and paid by the Hospital District. *(ACTION)* 112

F. Community Mental Health Initiatives:

1. Receive and discuss information presented by Nueces County's Director of Mental Health Programs on Hospital District-funded and other mental health programs. *(INFORMATION)*
2. Receive report from Nueces Center for Mental Health and Intellectual Disabilities (NCMHID) on activities performed under Interlocal Agreement between Nueces County, NCMHID, and Hospital District relating to diversion of persons from jails or other detention facilities, provision of crisis intervention teams, expansion of mobile crisis outreach, and development of jail-based competency restoration; report for the period October 2020 - September 2021. *(INFORMATION)* 124
3. Discuss and consider approving an Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Hospital District relating to the provision of Jail Diversion, Crisis Intervention, Expanded Mobile Crisis Outreach, and Jail-Based Competency Restoration Services for the period October 1, 2021 - September 30, 2022. *(ACTION)* 126

G. Board of Managers Business:

1. Receive Board of Managers reappointment notices from Commissioners Court for Daniel W. Dain and John E. Valls for individual three-year terms ending September 30, 2024; appointments pursuant to Texas Health and Safety Code, §281.021(a) and §281.022(b). *(INFORMATION)* 138
2. Discuss and consider actions relating to operations of the Board of Managers; actions to be effective December 1, 2021: 140

a. Elect Board of Managers Chairman and Vice-Chairman; elections pursuant to Board of Managers Bylaws, §2.2.A.1. **(ACTION)**

b. Board Chairman to appoint Board of Managers Committees and related Chairmen; appointments pursuant to Board of Managers Bylaws, §2.2.B.2.(d). **(ACTION)**

c. Appoint/designate an alternate (to the Chairman) member of the Board of Managers to issue public statements relating to policy and official statements of the Board; appointment/designation pursuant to Board of Managers Bylaws, §2.1.E. **(ACTION)**

3. Receive Board of Managers and Board Committee meeting schedules previously approved for Calendar Year 2022 and possibly consider amending the meeting dates and/or times. **(INFORMATION/ACTION)** 153

4. Discuss and consider cancelling Board of Managers and Board Committee meetings scheduled during December 2021. **(ACTION)**

H. **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. Execution of Texas Subdivision Election and Release Form relating to settlement of opioid-related litigation with Janssen (Janssen means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmacaualtics, Inc., and Janssen Pharmaceutica, Inc.). **(ACTION)** 154

7. **ADMINISTRATOR'S BRIEFING:**

A. **December 2021** Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

1. Finance Committee: December 14, 2021, 9:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: December 14, 2021, 10:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. **(INFORMATION)**

B. January 2022 Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

1. Finance Committee: January 18, 2022, 9:30 AM 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 18, 2022, 10:00 AM 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 a Board of Managers Policy relating to funding opportunities, proposals, and/or requests presented to the Hospital District and related matters.

B. Consult with attorneys on matters relating to reimbursement provided to Nueces County for the City of Corpus Christi/Nueces County Public Health District.

C. Consult with attorneys on matters relating to the Amended and Restated Membership Agreement with CHRISTUS Spohn Health System Corporation and the related 1996 Transaction Agreements entered and effective September 30, 1996, including the Master, Lease, and Indigent Care Agreements; and the Memorandum of Understanding dated November 18, 2015.

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

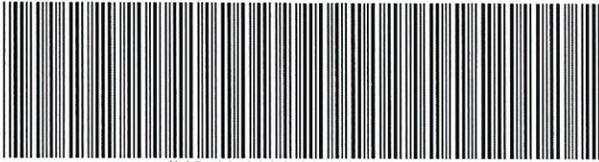
Receipt: 20211112000094
Date: 11/12/2021
Time: 08:32AM
By: Regina C
Station: CLERK04.nuecescc.local
Status: DUPLICATE COPY

<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	2021000552	6	\$0.00	
2	Public Notice	PBN	2021000553	9	\$0.00	
				Order Total (2)	\$0.00	

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

HOSPITAL DISTRICT BOARD FINANCE
COMMITTEE 11162021

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-12-2021-2021000553

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2021000553

Public Notice

PUBLIC NOTICES

Recorded On: November 12, 2021 08:32 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS
Nueces County

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

Kara Sands
Nueces County Clerk
Nueces County, TX

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

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

File Information:

Document Number: 2021000553
Receipt Number: 20211112000094
Recorded Date/Time: November 12, 2021 08:32 AM
User: Regina C
Station: CLERK04.nuecescc.local

Record and Return To:

HOSPITAL DISTRICT BOARD OF MANAGERS 11162021

RECEIVED

NOV 12 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
Tuesday, November 16, 2021 at 10:00 AM**

Location:

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

MEETING IN-PERSON AND VIA VIDEOCONFERENCE

The Nueces County Hospital District (“NCHD”) Board of Managers or a Committee thereof as specified above will hold a meeting on the date and at the time and location shown above. Entry is through the main entrance of the Tower II Office Building near the intersection of North Carancahua Street and Mestina Street. 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.

On September 1, 2021, Governor Abbott rescinded the suspension of certain Rules of the Texas Open Meetings Act which had allowed meetings to be conducted entirely virtually. The NCHD Board of Managers meeting will be conducted in-person and also via videoconference. Public participation will be available in-person as well as via videoconference as allowed under the Open Meetings Act. It is the intent that a quorum of the Board of Managers will be physically present at the location posted in this meeting notice. Any member of the Board of Managers participating by videoconference shall be visible and audible to the public whenever the member is speaking; Board member participation by audio only is no longer permitted. Although the meeting will be open to the public during the open portions of the meeting, any member of the public wishing to observe the meeting virtually and to participate virtually in public comment, may do so through the virtual meeting link shown on this meeting notice below, as well as the Nueces County Hospital District’s website.

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

Attend via Videoconference, Join Zoom Meeting:

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFBBpZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

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- ___ 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.

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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 October 31, 2021. *(Finance Committee)*

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H. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC):

1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:

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 - a. Total Persons and Households Enrolled;
 - b. Enrollment Summary;
 - c. Denials;
 - d. Application Processing Summary; and
 - e. Enrollment by Zip Code. (*INFORMATION*)

B. Indigent Health Care Program:

1. Discuss and approve issuance of Request for Proposals for Development and Implementation of a Strategic Marketing Plan for Nueces Aid Program Enrollment Growth. (*ACTION*)

C. Funding Requests Policy:

1. Discuss and consider adopting a Board of Managers Resolution approving a Board policy relating to funding opportunities, proposals, and/or requests presented to the Hospital District. (*ACTION*)

D. Medicaid 1115 Waiver:

1. Receive and discuss information presented by Linda K. Wertz, Regional Healthcare Partnership 4 Consultant and Technical Advisor on the Medicaid 1115 Waiver Texas Healthcare Transformation and Quality Improvement Program, including the related Delivery System Reform Incentive Payment (DSRIP) program; receive information on:
 - a. Status and possible future direction of the Texas Medicaid 1115 Waiver; and
 - b. DSRIP health quality measures (projects) currently performed through the City of Corpus Christi/Nueces County Public Health District. (*INFORMATION*)

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3. Discuss and consider approving an Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Hospital District relating to the provision of Jail Diversion, Crisis Intervention, Expanded Mobile Crisis Outreach, and Jail-Based Competency Restoration Services for the period October 1, 2021 - September 30, 2022. *(ACTION)*

G. Board of Managers Business:

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2. Discuss and consider actions relating to operations of the Board of Managers; actions to be effective December 1, 2021:

a. Elect Board of Managers Chairman and Vice-Chairman; elections pursuant to Board of Managers Bylaws, §2.2.A.1. *(ACTION)*

b. Board Chairman to appoint Board of Managers Committees and related Chairmen; appointments pursuant to Board of Managers Bylaws, §2.2.B.2.(d). *(ACTION)*

c. Appoint/designate an alternate (to the Chairman) member of the Board of Managers to issue public statements relating to policy and official statements of the Board; appointment/designation pursuant to Board of Managers Bylaws, §2.1.E. (**ACTION**)

3. Receive Board of Managers and Board Committee meeting schedules previously approved for Calendar Year 2022 and possibly consider amending the meeting dates and/or times. (**INFORMATION/ACTION**)

4. Discuss and consider cancelling Board of Managers and Board Committee meetings scheduled during December 2021. (**ACTION**)

H. 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. Execution of Texas Subdivision Election and Release Form relating to settlement of opioid-related litigation with Janssen (Janssen means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.). (**ACTION**)

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2. Board of Managers: December 14, 2021, 10:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

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2. Board of Managers: January 18, 2022, 10:00 AM 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:

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B. Consult with attorneys on matters relating to reimbursement provided to Nueces County for the City of Corpus Christi/Nueces County Public Health District.

C. Consult with attorneys on matters relating to the Amended and Restated Membership Agreement with CHRISTUS Spohn Health System Corporation and the related 1996 Transaction Agreements entered and effective September 30, 1996, including the Master, Lease, and Indigent Care Agreements; and the Memorandum of Understanding dated November 18, 2015.

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**

DRAFT

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
OCTOBER 19, 2021**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Tuesday, October 19, 2021 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
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Dr. Xavier Gonzales	Director of Mental Health
Becky Rios	Christus Spohn Hospital – via Zoom
Paul Thurman	Comm. Asst. to Brent Chesney – via Zoom
Chris Nicosia	CCMC – via Zoom
Ankit Sanghavi	Texas Health Institute – via Zoom
Jared Konczal	Gjerset & Lorenz LLP – via Zoom
S. Santos	Comm. Asst. to Joe A. Gonzalez – via Zoom
Mark Hendrix	MHID – via Zoom
Andrea Kovarik	MHID – via Zoom

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

Daniel W. Dain, Chairman
 Sylvia Tryon Oliver, Vice-Chairman
 Belinda Flores, R.N.
 Vishnu V. Reddy, M.D.

**MINUTES
BOARD OF MANAGERS
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 Y__ John E. Valls, M.B.A.
 Y__ Mariana Garza, J.D.
 X__ Efrain Guerrero, Jr.

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

A. Call to order – Mr. Daniel Dain, Chairman
The meeting was called to order by Mr. Dain at 10:22 a.m.

B. Establish quorum – Mr. Dain
A quorum was present with six member in attendance.

Daniel W. Dain, Chairman – PRESENT
Sylvia Tryon Oliver, Vice Chairman – PRESENT
Belinda Flores, RN, Member – PRESENT – via Zoom
Vishnu V. Reddy, M.D., Member – PRESENT
John E. Valls, M.B.A., Member – PRESENT
Mariana Garza, J.D., Member – PRESENT – via Zoom
Efrain Guerrero Jr., 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
OCTOBER 19, 2021**

5. CONSENT AGENDA - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

- A. Approve Board of Managers Regular Meeting minutes of September 21, 2021.
- B. Receive listing of new vendors as of October 14, 2021; 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 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 the fiscal year-to-date period-ended September 30, 2021. (*Finance Committee*)

**MINUTES
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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*)

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 statements for months-ended August 31, 2021 and September 30, 2021. (*Finance Committee*)

G. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. (*Finance Committee*)

H. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC):

1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:

- a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
- b. Network Access Improvement Program (NAIP);
- c. Texas Incentives for Physicians and Professional Services (TIPPS);
- d. Uniform Hospital Rate Increase Program (UHRIP); and

2. Supplemental Payment Programs - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:

- a. Disproportionate Share Hospitals (DSH) program;
- b. Graduate Medical Education (GME);
- c. Hospital Uncompensated Care (UC) pool; and

3. Phase-Out Programs:

- a. Delivery System Reform Incentive Payment (DSRIP) pool. (*Finance Committee*)

Consent Agenda approved, motion by Mr. Valls and seconded by Dr. Reddy. MOTION CARRIED.

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
OCTOBER 19, 2021**

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

A. Finance Committee:

1. Receive Quarterly and Annual Investment Reports:
 - a. Quarterly Investment Report for fiscal quarter-ended September 30, 2021; and
 - b. Annual Investment Report for fiscal year-ended September 30, 2021. (*INFORMATION*)

2. Receive reports relating to Nueces Aid Program enrollment for the month-ended September 30, 2021:
 - a. Total Persons and Households Enrolled;
 - b. Enrollment Summary;
 - c. Denials;
 - d. Application Processing Summary; and
 - e. Enrollment by Zip Code. (*INFORMATION*)

B. Request For Funding:

1. Discuss and consider request by Nueces County/County Judge for additional work by Texas Health Institute relating to the dissemination of health equity information and augmentation of behavioral health and substance-use data on the community dashboard developed by Accenture LLP; and authorize Administrator to finalize details and execute an Agreement. (*ACTION*)

Motion by Mr. Valls as presented and forward to the Nueces County Commissioners for consideration and possible adoption for approval of the expenditures. Seconded by Dr. Reddy. MOTION CARRIED.

C. Indigent Health Care:

1. Discuss and consider issuance of Request for Proposals for Development and Implementation of a Strategic Marketing Plan for Nueces Aid Program Enrollment Growth (RFP); authorize Administrator to issue RFP. (*ACTION*)

Table by Mr. Valls and seconded by Dr. Reddy. MOTION CARRIED.

MINUTES
BOARD OF MANAGERS
REGULAR MEETING
OCTOBER 19, 2021

D. Replacement Medical Examiner's Facility Site:

1. Discuss and consider proposed plan for the removal of a parcel of Hospital District-owned real property requested by Nueces County as a site for the replacement of the County's medical examiner's facility from the District's real property leased to CHRISTUS Spohn Health System Corporation for possible conditional transfer of ownership of the property to the County for its use for replacement of their current medical examiner facility; the proposed real property is a 3.39 acre tract out of Lot 1, Block 3, Medical Center Subdivision, as shown on a map recorded in Volume 69, Page 443, Map Records, Nueces County, Texas and located on the former Memorial Medical Center campus at 2606 Hospital Boulevard, Corpus Christi, Texas. *(INFORMATION/ACTION)*

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

E. Community Mental Health Initiatives:

1. Receive and discuss information presented by Nueces County's Director of Mental Health Programs on Hospital District-funded and other mental health programs. *(INFORMATION)*

F. Board of Managers Business:

1. Review application process for reappointment and appointment to the Board of Managers. *(INFORMATION)*

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. Engagement of Collier, Johnson & Woods, P.C., Certified Public Accountants to perform an audit of the Hospital District's financial statements for the fiscal year ended September 30, 2021; *(ACTION)* and
- b. Engagement of Linda K. Wertz for consulting services and technical assistance associated with the Texas Health and Human Services Commission's Section 1115 Medicaid Waiver and Regional Healthcare Partnership, Region 4; engagement for the period October 1, 2021 - September 30, 2022. *(ACTION)*

**G. 1. (a) Motion by Mr. Valls and seconded by
Dr. Reddy. MOTION CARRIED.**

MINUTES
BOARD OF MANAGERS
REGULAR MEETING
OCTOBER 19, 2021

G. 1. (b) Motion by Mr. Valls and seconded by Dr. Reddy, on the expectation that Ms. Wertz presents herself as per Mr. Valls request. MOTION CARRIED.

7. ADMINISTRATOR'S BRIEFING:

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

1. Finance Committee: November 16, 2021, 9:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and
2. Board of Managers: November 16, 2021, 10:00 AM 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 the establishment of a Board of Managers Policy regarding acceptance of funding requests from entities, agencies, or other organizations.

B. Consult with attorneys on matters relating to inclusion of certain requirements in Hospital District agreements.

C. Consult with attorneys on matters relating to Hospital District-owned real property requested by Nueces County as a site for the replacement of the County's medical examiner's facility.

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
OCTOBER 19, 2021**

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)

None taken.

11. **ADJOURN**

Motion to adjourn by Mr. Dain. Motion by Mr. Valls and seconded by Dr. Reddy. Meeting adjourned at 11:04 a.m.

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
OCTOBER 19, 2021**

PRESIDING OFFICER

Daniel W. Dain, Chairman

ATTEST:

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

Wm Dewitt Alsup, General Counsel
Nueces County Hospital District

DRAFT

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
SPECIAL MEETING
OCTOBER 26, 2021**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Tuesday, October 26, 2021 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
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Simon Purnell	Griffin & Purnell
Jim Ragan	Attorney
Richard Schechter	Attorney – via Zoom
Becky Rios	Christus Spohn Hospital – via Zoom
Angela Rhoden	CCMC – via Zoom
Ankit Sanghavi	Texas Health Institute – via Zoom

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.

**MINUTES
BOARD OF MANAGERS
SPECIAL MEETING
OCTOBER 26, 2021**

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

- A. Call to order – Mr. Daniel Dain, Chairman
- B. Establish quorum – Mr. Dain
A quorum was present with six members in attendance.

Daniel W. Dain, Chairman – PRESENT
Sylvia Tryon Oliver, Vice-Chairman – PRESENT
Vishnu V. Reddy, M.D., Member – PRESENT @ 10:20 a.m.
John E. Valls, M.B.A., Member – PRESENT
Mariana Garza, J.D., Member – PRESENT @ 10:08 a.m.
Efrain Guerrero, Jr., Member – PRESENT
Belinda Flores, RN, Member – ABSENT

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

4. PUBLIC COMMENT - Persons 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
SPECIAL MEETING
OCTOBER 26, 2021**

5. **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 settlement of opioid-related litigation with Janssen (Janssen means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmacaualicals, Inc., and Janssen Pharmaceutica, Inc.), including the related Janssen Texas State-Wide Opioid Settlement Agreement and Settlement Term Sheet and Texas Subdivision Election and Release Form and related matters.

B. Consult with attorneys on matters relating to the use of certain Hospital District funds and related matters.

C. Consult with attorneys on matters relating to the possible establishment of a Board of Managers policy relating to funding opportunities, proposals, and/or requests presented to the Hospital District and related matters.

D. Consult with attorneys regarding procedural matters relating to the additional work by Texas Health Institute conditionally approved by the Board of Managers on October 19, 2021 and related matters.

E. Consult with attorneys on matters relating to inclusion of certain requirements in Hospital District agreements and related matters.

Mr. Dain called for Closed Session at 10:07 a.m.

6. **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 Open Session at 12:40 p.m.

Dr. Reddy left meeting at 12:40 p.m.

MINUTES
BOARD OF MANAGERS
SPECIAL MEETING
OCTOBER 26, 2021

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

No action taken.

8. **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 adoption of a Board of Managers Resolution approving settlement of opioid-related litigation with Janssen (Janssen means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.); approve the related Janssen Texas State-Wide Opioid Settlement Agreement and Settlement Term Sheet and Texas Subdivision Election and Release Form; and authorize Board of Managers Chairman or Administrator to execute related documents. (*ACTION*)

Motion by Mr. Valls to approve resolution to be drafted to relate to Nueces County Hospital District and to authorize the Chairman to sign document and if the Chairman is unavailable authorize Mr. Hipp to sign document, and as per Ms. Garza stating has extra part re: subject to additional documents that are not included to the sheet, that's included in the packet. Seconded Ms. Garza. MOTION CARRIED.

B. Discuss and consider approval of a Board of Managers Resolution adopting a policy relating to funding opportunities, proposals, and/or requests presented to the Hospital District. (*ACTION*)

Motion to table by Ms. Oliver and seconded by Ms. Garza. MOTION CARRIED.

C. Discuss, consider, and take action regarding rescission of the Board of Managers' October 19, 2021 conditional approval of additional work by Texas Health Institute relating to the dissemination of health equity information and augmentation of behavioral health and substance-use data on the community dashboard previously developed by Accenture LLP. (*ACTION*)

Motion by Mr. Valls and seconded by Ms. Garza. MOTION CARRIED.

**MINUTES
BOARD OF MANAGERS
SPECIAL MEETING
OCTOBER 26, 2021**

9. ADJOURN

Motion to adjourn by Mr. Dain. Motion by Mr. Valls and seconded by Ms. Oliver. Meeting adjourned at 12:45 p.m.

**MINUTES
BOARD OF MANAGERS
SPECIAL MEETING
OCTOBER 26, 2021**

PRESIDING OFFICER

Daniel W. Dain, Chairman

ATTEST:

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

Wm Dewitt Alsup, General Counsel
Nueces County Hospital District

**SUMMARY OF COMMUNITY BENEFITS PROVIDED BY CHRISTUS SPOHN
HOSPITAL ALICE, CHRISTUS SPOHN HOSPITAL BEEVILLE, AND
CHRISTUS SPOHN HOSPITAL KLEBERG
OCTOBER 2021**

Throughout the year, CHRISTUS Spohn Hospital Alice, CHRISTUS Spohn Hospital Beeville and CHRISTUS Spohn Hospital Kleberg (collectively, the “Hospitals”) provide healthcare services to the residents of Nueces County and Region 4, including inpatient and outpatient hospital services at their facilities and other healthcare and educational services in clinics and throughout the community. As part of their collaboration with the Nueces County Hospital District (“the District”), memorialized in the Nueces County Indigent Care Affiliation Agreement, the Hospitals have agreed to provide the District reports summarizing the services they provide in the community. In accordance with the State of Texas’ requirements for receipt of Medicaid supplemental payments under the Texas Demonstration Waiver program, the Hospitals and the District have certified that the Hospitals will not provide service summary reports more often than quarterly. Following is a summary report which provides an overview of the community services provided by the Hospitals in the three months ending September 30, 2021.

Hospital Services

The Hospitals provide a significant amount of uncompensated care to residents of Nueces County and surrounding communities, and experience unreimbursed costs for these services totaling approximately \$20 million annually.

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

CHRISTUS Spohn Hospital Alice (“Alice”)

- Alice provides a significant amount of uncompensated care to residents of Jim Wells County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$9.3 million annually.
- Alice also provided over \$14 million in inpatient and outpatient charitable healthcare services to indigent patients of Region 4 over the last three months. Although Alice remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Alice during this period.
- Alice recognizes the need to provide emergency services to all residents of the community, including low-income and needy patients, and provides these services regardless of a patient’s ability to pay. Alice has achieved a Level IV Trauma Center

designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Alice offers the local community. Included as **Exhibit A** is documentation supporting Alice's provision of these services, encompassing 8,312 patient visits, of which approximately 48% represent charity, Medicaid and uninsured patients.

- Alice recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Through its superior pediatric facilities and newborn delivery services, Alice is proud to have brought 14 healthy babies into the world in the last quarter. Included as **Exhibit B** is information regarding these delivery services, of which approximately 86% represented charity, uninsured and Medicaid services.

CHRISTUS Spohn Hospital Beeville ("Beeville")

- Beeville provides a significant amount of uncompensated care to uninsured residents of the County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$5.5 million annually.
- Beeville also provided nearly \$9 million in inpatient and outpatient charitable healthcare services to indigent patients during this period. Although Beeville remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Beeville during this period.
- Beeville recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Beeville has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Beeville offers the local community. Included as **Exhibit C** is documentation supporting Beeville's provision of these services. Of the 7,934 emergency encounters provided by Beeville, approximately 43% represent services provided to Medicaid, charity and uninsured patients.
- Beeville recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Included as **Exhibit D** is information on the 36 newborn deliveries Beeville performed during this period, approximately 86% of which represent services to Medicaid, charity and uninsured.

CHRISTUS Spohn Hospital Kleberg ("Kleberg")

- Kleberg provides a significant amount of uncompensated care to residents of the County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$5.2 million annually.
- Kleberg also provided nearly \$11.9 million in inpatient and outpatient charitable healthcare services to indigent patients during this period. Although Kleberg remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Kleberg during this period.

- Kleberg recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Kleberg has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Kleberg offers the local community. Included as **Exhibit E** is documentation supporting Kleberg's provision of these services to 7,321 patients, of which approximately 42% represent charity, Medicaid and uninsured patients.

- Kleberg recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Through its superior pediatric facilities and newborn delivery services, Kleberg is proud to have brought 74 healthy babies into the world during the last quarter. Included as **Exhibit F** is information regarding these delivery services, of which approximately 91% represented charity, uninsured and Medicaid services.

216999

Insurance Plan Group	Sum of Cases
AG - AGENCY	68
CO - COMMERCIAL	57
HM - HEALTH MAINTENANCE ORGANIZATIO	583
HS - HOSPICE	11
KD - MEDICAID	81
KM - MEDICAID MANAGED	1942
KP - MEDICAID PENDING	5
MC - MEDICARE	1104
MM - MEDICARE MANAGED	1430
PP - PREFERRED PROVIDER ORGANIZATIO	1044
SP - SELF-PAY	1920
TC - TRICARE-USFHP	44
WC - WORKERS COMPENSATION	23
Grand Total	8312

Payor Status	Sum of Cases
CHARITY/UNINSURED/SELF-PAY	1947
INSURED	4342
MEDICAID	2023
Grand Total	8312

Medicaid/Charity/Uninsured/Self-Pay	3970
Insured	4342
Total	8312

% of Medicaid/Charity/Uninsured/Self-Pay July 2021 - September 2021 for Alice **48%**

Alice NB

Insurance Plan Group	Sum of Cases
HM - HEALTH MAINTENANCE ORGANIZATIO	1
KM - MEDICAID MANAGED	11
PP - PREFERRED PROVIDER ORGANIZATIO	1
SP - SELF-PAY	1
Grand Total	14

Payor Status	Sum of Cases
CHARITY/UNINSURED/SELF-PAY	1
INSURED	2
MEDICAID	11
Grand Total	14

Medicaid/Charity/Uninsured/Self-Pay	12
Insured	2
Total	14

**% of Medicaid/Charity/Uninsured/Self-Pay July 2021 -
September 2021 for Alice** **86%**

Insurance Plan Group	Sum of Cases
AG - AGENCY	47
CO - COMMERCIAL	64
HM - HEALTH MAINTENANCE ORGANIZATIO	557
HS - HOSPICE	3
KD - MEDICAID	87
KM - MEDICAID MANAGED	1834
KP - MEDICAID PENDING	14
MC - MEDICARE	1007
MM - MEDICARE MANAGED	1782
PP - PREFERRED PROVIDER ORGANIZATIO	959
SP - SELF-PAY	1470
TC - TRICARE-USFHP	64
WC - WORKERS COMPENSATION	46
Grand Total	7934

Payor Status	Sum of Cases
CHARITY/UNINSURED/SELF-PAY	1503
INSURED	4511
MEDICAID	1920
Grand Total	7934

Medicaid/Charity/Uninsured/Self-Pay	3423
Insured	4511
Total	7934

**% of Medicaid/Charity/Uninsured/Self-Pay July
2021 - September 2021 for Beeville** **43%**

Insurance Plan Group	Sum of Cases
KD - MEDICAID	2
KM - MEDICAID MANAGED	27
KP - MEDICAID PENDING	2
PP - PREFERRED PROVIDER ORGANIZATIO	5
Grand Total	36

Payor Status	Sum of Cases
CHARITY/UNINSURED/SELF-PAY	2
INSURED	5
MEDICAID	29
Grand Total	36

Medicaid/Charity/Uninsured/Self-Pay	31
Insured	5
Total	36

**% of Medicaid/Charity/Uninsured/Self-Pay July
2021 - September 2021 for Beeville** **86%**

Insurance Plan Group	Sum of Cases
AG - AGENCY	250
CO - COMMERCIAL	64
HM - HEALTH MAINTENANCE ORGANIZATIO	390
HS - HOSPICE	7
KD - MEDICAID	96
KM - MEDICAID MANAGED	1567
KP - MEDICAID PENDING	7
MC - MEDICARE	742
MM - MEDICARE MANAGED	1474
PP - PREFERRED PROVIDER ORGANIZATIO	1242
SP - SELF-PAY	1308
TC - TRICARE-USFHP	131
WC - WORKERS COMPENSATION	43
Grand Total	7321

Payor Status	Sum of Cases
CHARITY/UNINSURED/SELF-PAY	1401
INSURED	4258
MEDICAID	1662
Grand Total	7321

Medicaid/Charity/Uninsured/Self-Pay	3063
Insured	4258
Total	7321

**% of Medicaid/Charity?uninsured/Self-Pay July
2021 - September 2021 for Kleberg** **42%**

Insurance Plan Group	Sum of Cases
HM - HEALTH MAINTENANCE ORGANIZATIO	1
KD - MEDICAID	6
KM - MEDICAID MANAGED	60
PP - PREFERRED PROVIDER ORGANIZATIO	6
SP - SELF-PAY	1
Grand Total	74

Payor Status	Sum of Cases
CHARITY/UNINSURED/SELF-PAY	1
INSURED	7
MEDICAID	66
Grand Total	74

Medicaid/Charity/Uninsured/Self-Pay	67
Insured	7
Total	74

**% of Medicaid/Charity/Uninsured/Self-Pay July 2021
- September 2021 for Kleberg 91%**

Summary of Community Benefits Provided To

Nueces County Community

Quarter Ending September 30, 2021

By

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

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

I. Background

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

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

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

II. Community Benefits

CCMC provides a significant amount of healthcare services that are delivered directly to members of the community at free or reduced cost. These services benefit the District by sharing the burden and responsibility for caring for the poor and needy. CCMC provides a significant amount of uncompensated care to the residents of Nueces County and surrounding communities. For this reporting period CCMC provided approximately \$36 million in uncompensated care, including the unreimbursed costs of treating Medicaid patients. CCMC continually strives to improve the services provided to the community, as well as access to those services. Listed on the next page are examples of some of the additional services provided by CCMC in their collaboration with the District.

III. Additional Services Provided by CCMC

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

III. Additional Services Provided by CCMC (continued)

- ◆ **Newborn Services:** CCMC recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Approximately 65% of all births at CCMC are for charity, self-pay, or Medicaid patients.
- ◆ **Psychiatric Services:** Patients requiring psychiatric services are often one of the most underserved populations in the community, and CCMC strives to ensure that these patients receive appropriate care. CCMC is the largest provider of inpatient psychiatric care in the community with 60 beds and the capability to treat adolescent, adult, and geriatric patients. In addition, CCMC offers several outpatient programs designed to compliment our inpatient services. Approximately 61% of psychiatric services are provided to charity, self-pay, Medicaid, and low income patients.
- ◆ **Trauma Level II Services:** CCMC started pursuit of Level II trauma on 8/1/18 in response to the community's need for these services on the south side of town. Significant capital investment and major operating expenditures have been incurred (and are ongoing) to ensure a successful program with quality patient outcomes. Approximately 37% of the trauma patients are uninsured or low income.
- ◆ **New Equipment/Upgrades:** CCMC continues to renovate and upgrade its facility and equipment. Major projects/purchases include; Surgical equipment upgrades, Cardiovascular service line enhancements, Radiology upgrades, and ED expansions.
- ◆ **Physician Recruitment/Training:** CCMC continues to support its Internal Medicine residency program at levels that significantly exceed the caps funded by the Medicare program. In addition, CCMC is supporting two Fellowship programs in Cardiology and Pulmonary/Critical Care. CCMC is actively recruiting several physicians to the market, including Orthopedics, Cardiology, OB/Gyn, Urology, and FP. CCMC is also providing locum tenens and telemedicine coverage to alleviate the critical Behavioral Health provider shortage and supplement Neurology coverage. CCMC provided significant additional physician coverage during the most recent COVID surge.
- ◆ **Donations:** CCMC provided support to the following organizations in the third quarter of 2021; American Heart Association, American Cancer Society, and United Way,
- ◆ **Education and Outreach:** CCMC participated in various health fairs and speaking engagements, provided free health screenings, and volunteered staff and physicians for local radio and television health and wellness programs. Our programs include; Stroke support group, Weight loss and Bariatric surgery seminars, Behavioral Health seminars, Joint Replacement Classes, Childbirth Education classes, and fall prevention education.

III. Additional Services Provided by CCMC (continued)

- ◆ **Partnerships and Community Support:** CCMC is active in many community organizations; March of Dimes, American Heart Association, American Cancer Society, Rotary Club, United Way, CASA, Nueces County Medical Society, Charlie's Place, CCFD, and the Chamber of Commerce. Support includes personal and corporate donations as well as time volunteered by CCMC's employees. CCMC provides space at their Northwest campus free of charge in order for Del Mar College to offer classes in the local community.

- ◆ **COVID-19 Response:** CCMC has responded to the current crisis in our community by; 1) increasing bed capacity, 2) continually refining testing strategies to reduce the turnaround time, 3) partnering with our physicians on the appropriate clinical strategies, 4) securing additional nursing and physician resources to aid in the care of our patients, 5) continually refining our procedures/policies to comply with local, state, and federal guidelines, and 6) coordinating with local emergency management personnel on all reporting and response efforts. CCMC has treated over 5,500 COVID positive patients in 2021 and over 8,600 since the beginning of the pandemic.

Summary of Community Benefits Provided By:

Driscoll Children's Hospital

Quarter Ending Sept 30th, 2021

- Driscoll Children's Hospital recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Approximately 81.67% of all visits to Driscoll's emergency departments are made by charity, self-pay, or Medicaid patients.
- Driscoll recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate by providing the latest in medical technology and specialized care to newborns across the region. Over 88.53% of neonatal intensive care services are to charity, self-pay, or Medicaid patients.
- Patients requiring psychiatric services are often one of the most under-served populations in a community, and Driscoll strives to ensure that these patients receive appropriate care. Approximately 70.45% of the primary diagnosis behavioral services Driscoll offers in its facilities are provided to charity, self-pay, and Medicaid patients.
- Dedicated to our continued effort to improve the community's access to pediatric physician specialists, Driscoll recruited Pediatric Nephrologist, Ophthalmologist, Neonatal-Perinatal Medicine physician and Ear Nose & Throat provider. Driscoll also credentialed pediatric physicians to the medical staff of its hospital. These physicians began practicing within the hospital and physician groups during the 3rd Quarter of 2021.
- Driscoll continues to provide a variety of health services to Nueces and surrounding counties to meet the needs of the underserved community:
 - These programs include but are not limited to: Community Health Fairs, health education, physician education, and therapy camps. These activities represent a community benefit of approximately \$33,765.
 - The Driscoll transport program provides emergency transports services via ambulance and air transport. Most of the children transported would not otherwise have had the means to access the service. From July 2021 through Sept 2021, there were 481 transports.

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
Intergovernmental Transfers															
Health Dept - County - IGT	0.00	0.00	0.00	87,089.65	0.00	0.00	0.00	0.00	0.00	764,646.36	0.00	0.00	851,736.01	1,208,100.00	356,363.99
County Healthcare Services															
Health Dept - County	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	60,000.00	693,200.00	633,200.00
Emergency Medical Services	0.00	0.00	0.00	129,440.00	0.00	0.00	125,700.00	0.00	0.00	141,300.00	0.00	148,800.00	545,240.00	500,000.00	(45,240.00)
NC MHID - Fund Matching	0.00	0.00	0.00	242,289.00	0.00	0.00	242,288.00	0.00	0.00	242,288.00	0.00	242,264.00	969,129.00	969,129.00	0.00
NC MHID - Jail Programs	0.00	0.00	0.00	339,211.99	321,462.85	59,390.31	162,766.36	264,012.06	223,631.99	259,313.99	131,465.18	37,067.03	1,761,254.73	4,200,000.00	2,438,745.27
Mental Healthcare Services	0.00	0.00	184,751.00	31,188.00	29,688.00	2,878.72	12,934.92	136,600.34	8,500.00	9,204.47	22,412.82	37,067.03	475,225.30	556,801.00	81,575.70
Juvenile Center - Lab	0.00	650.00	1,273.50	503.50	0.00	781.09	1,057.93	780.00	1,897.50	1,360.89	715.00	1,284.00	10,303.41	407,000.00	
Juvenile Center - Doctors	2,743.33	16,958.67	15,824.34	15,795.00	7,886.00	16,142.13	18,179.07	20,180.88	21,219.50	50,892.41	45,378.53	51,086.21	282,286.07		
Juvenile Center - Pharmacy	1,665.89	336.26	1,760.09	1,372.25	1,471.07	143.25	3,005.19	2,116.27	1,055.65	881.15	687.54	737.28	15,233.89		
Juvenile Center - Other	573.30	270.00	1,228.62	1,629.99	575.77	90.00	1,563.00	1,281.79	4,661.12	498.12	3,975.73	2,068.00	18,415.44		
Subtotal	4,982.52	18,214.93	20,086.55	19,300.74	9,932.84	17,158.47	23,805.19	24,358.94	28,833.77	53,632.57	50,756.80	55,175.49	326,238.81	407,000.00	80,761.19
Nueces County Jail Services	292,040.33	292,040.33	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	4,116,326.16	5,250,800.00	1,134,473.84
Centikor	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	60,000.00	0.00
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	28,714.00	28,714.00	50,000.00	21,286.00
Diabetes Program - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,267.65	18,303.14	54,570.79	50,000.00	(4,570.79)
County Public Health Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170,000.00	0.00	170,000.00	170,000.00	0.00
Emergency Svcs/ACS Funding	0.00	0.00	0.00	0.00	26,000.00	32,500.00	115,571.00	9,600.00	0.00	0.00	0.00	0.00	183,671.00	3,000,000.00	2,816,329.00
Professional Fees															
Legal/Consulting/Engineering	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	120,000.00	116,000.00
Totals	301,022.85	310,255.26	558,062.10	892,551.94	758,057.38	727,224.59	932,913.97	686,550.19	684,570.38	1,787,927.94	891,975.81	1,075,013.39	9,606,105.80	17,235,030.00	7,628,924.20

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2021
As if Adjudicated January 1, 2021 through October 31, 2021**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	3,075	17,409,195	2,062,122	79,977	1,982,145
ASU	554	13,556,856	989,687	32,518	957,169
Clinic	13,134	7,418,047	2,047,521	103,675	1,943,846
Obs	118	3,921,295	779,560	50,764	728,796
OP	7,648	26,434,985	6,814,900	362,247	6,452,653
Subtotal	24,529	68,740,378	12,693,790	629,181	12,064,609
IP	648	51,523,146	6,870,307	263,868	6,606,439
SNF	(1)	(78,091)	(15,284)	-	(15,284)
RX	94,196	34,784,799	14,069,859	482,358	13,587,501
Physician	14,687	6,551,243	1,935,884	69,800	1,866,084
Total	134,059	161,521,475	35,554,556	1,445,207	34,109,349

NOTE:

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

Nueces County Hospital District
 Spohn Corporate Member Revenue Analysis
 Fiscal Year 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Member Revenue %	3.0%												
Beginning Bal:	17,436,597.07	3,089,315.83	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	1,521,129.68	17,436,597.07
<u>Membership Revenue Deposits</u>													
Week 1	165,178.26	183,713.87											348,892.13
Week 2	269,943.70												269,943.70
Week 3	189,474.15												189,474.15
Week 4	251,640.56												251,640.56
Week 5	249,925.11												249,925.11
Subtotal	1,126,161.78	183,713.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,309,875.65



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

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received
11/08/21

TEMP-RETURN SERVICE REQUESTED

MB 01 001246 14313 B 5 A
NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPPI
555 NORTH CARANCAHUA ST. SUITE 950
CORPUS CHRISTI TX 78401-0835

Account Number [REDACTED]
Statement Period 10/01/2021 through 10/31/2021
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@BOFA.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

7,258,511.78	BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4	7,258,511.78	7,258,511.78	368.26
TOTAL CASH AND EQUIVALENTS		7,258,511.78	7,258,511.78	368.26

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	0.00	7,258,481.19
DIVIDENDS	0.00	0.00	0.00	0.00
INTEREST	0.00	30.59	0.00	0.00
OTHER INCOME	0.00	0.00	0.00	0.00
RECEIPTS & DEPOSITS	0.00	0.00	0.00	0.00
SALES & DISPOSITIONS	0.00	0.00	0.00	0.00
INTRA ACCOUNT TRANSFERS	0.00	0.00	0.00	0.00
DISTRIBUTIONS & WITHDRAWALS	0.00	0.00	0.00	0.00
PURCHASES & ACQUISITIONS	0.00	-30.59	0.00	30.59
FEES & EXPENSES	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	0.00	7,258,511.78

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	7,258,481.19
10/01/21	INTEREST PAYMENT PAYABLE 10/01/21		30.59	
	BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4			

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TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
10/01/21	SWEEP PURCHASE 30.59 SHARES		-30.59	30.59
	TRADE 10/01/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4			
	ENDING BALANCE	0.00	0.00	7,258,511.78

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30/OCT/2021 CA NUECES COUNTY HOSPITAL DISTRICT

10/01/2021 thru 10/31/2021



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Cash Sweep Clients

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 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	17,763,074.64	25,618,451.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	32,852,738.58	17,763,074.64
<u>Deposits</u>													
Christus Spohn		7,234,287.00											7,234,287.00
CCMC	5,650,342.75												5,650,342.75
CC Rehab	244,647.50												244,647.50
Driscoll	4,669,067.75												4,669,067.75
PAM Specialty	299,980.75												299,980.75
PAM Rehab	268,249.75												268,249.75
S. TX Surgical	626,744.50												626,744.50
Subtotal	11,759,033.00	7,234,287.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,993,320.00
Interest													119.10
Transfers In													0.00
Total Deposits	11,759,152.10	7,234,287.00	0.00	18,993,439.10									
<u>Inter-Governmental Transfers</u>													
UC	(3,903,775.16)												(3,903,775.16)
DSRIP													0.00
CHIRP													0.00
TIPPS													0.00
DSH													0.00
UHRIP													0.00
Total IGT's	(3,903,775.16)	0.00	(3,903,775.16)										
Transfers Out													0.00
Bank Fees													0.00
Ending Balance	25,618,451.58	32,852,738.58											

Nueces County Hospital District
 Medicaid Payment Programs/Directed Payment Programs
 Estimated Provider Payments & IGT History
 FY2012 to Present

Provider	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	TOTALS	
Christus Spohn - Corpus Christi	355,679,246	422,477,897	195,973,237	55,698,685	99,818,899	15,707,251	356,114	1,145,711,330	53%
Christus Spohn Rural (Alice/Beeville/Kleberg)	45,592,235	158,546,996	0	15,020,682	0	4,060,368	0	223,220,281	10%
Corpus Christi Medical Center	112,142,395	122,210,951	0	48,200,011	0	21,567,161	0	304,120,518	14%
Driscoll Childrens Hospital	289,946,923	17,699,550	0	0	0	68,019,187	479,717	376,145,377	17%
Detar Hospital	24,949,804	47,723,156	0	15,382,457	0	0	0	88,055,417	4%
North Bay General Hospital	0	0	0	504,542	0	0	0	504,542	0%
South Texas Surgical Hospital	0	0	0	904,786	0	0	0	904,786	0%
Corpus Chrisit Rehab Hospital	0	0	0	296,670	0	0	0	296,670	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	1,330	0%
PAM Rehab Hospital	0	0	0	147,501	0	0	0	147,501	0%
Nueces County Health Dept	19,834,774	0	0	0	0	0	0	19,834,774	1%
TOTALS	848,145,377	768,658,550	195,973,237	136,156,663	99,818,899	109,353,968	835,832	2,158,942,526	100%

* Estimated Receipts for Entities (IGT + FMAP), Subject to HSC Review and Administrative Fees

IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	TOTALS
Nueces County Hospital District	324,153,298	301,823,107	77,840,337	59,437,427	39,389,441	0	0	802,645,610
Nueces LPPF	16,485,698	7,064,199	0	0	0	34,982,334	355,798	58,888,029
TOTALS	340,640,996	308,887,306	77,840,337	59,437,427	39,389,441	34,982,334	355,798	861,533,640

Nueces County Hospital District
 Combined Balance Sheet - All Fund Types & Account Groups
 As of 09/30/2021
 (In Whole Numbers)

UNAUDITED

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	47,508,555 *	30,734,574	96,003	0	0	78,339,131
Investments	0	25,706,663	0	0	0	25,706,663
Accrued Interest	0	21,394	1	0	0	21,394
Taxes Receivable, Net of Allowance	2,782,623	0	0	0	0	2,782,623
Other Receivables	2,528	0	0	0	0	2,528
Due from Other Funds	8,734	0	0	0	0	8,734
Prepaid Expenditures	170,415	0	0	0	0	170,415
Restricted Cash & Cash Equivalents - LPPF	17,763,075	0	0	0	0	17,763,075
Fixed Assets	0	0	0	32,155,570	0	32,155,570
Am't to be Provided for Retirement of LT Debt	0	0	0	0	53,485	53,485
Total Assets	68,235,929	56,462,630	96,004	32,155,570	53,485	157,003,617
Liabilities						
Accounts Payable	2,807,589	0	0	0	0	2,807,589
Accrued Payroll & Related Liabilities	246,444	0	0	0	0	246,444
Intergovernmental Transfer Obligations	17,763,075	0	0	0	0	17,763,075
Due to Other Funds	0	0	8,734	0	0	8,734
Deferred Revenue	2,782,623	0	0	0	0	2,782,623
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	23,599,731	0	8,734	0	53,485	23,661,950
Fund Equity						
Fund Balance	27,199,601	0	87,269	32,155,570	0	59,442,440
Committed to:						
Intergovernmental Transfers	17,436,597	0	0	0	0	17,436,597
Indigent Care	0	56,461,793	0	0	0	56,461,793
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	44,636,198	56,462,630	87,269	32,155,570	0	133,341,668
Total Liabilities & Fund Equity	68,235,929	56,462,630	96,004	32,155,570	53,485	157,003,617

* General Fund Cash & Equivalents balance includes \$17,436,597 in committed funds.

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 General Fund
 From 9/1/2021 Through 9/30/2021
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Taxes	76,080	35,512,133
Penalties & Interest - Taxes	17,873	308,559
Spohn Corporate Member Revenue	618,088	9,211,595
Investment Income	1,074	32,084
Other Income	150,087	527,058
Total Revenues	863,202	45,591,428
Current Expenditures		
Intergovernmental Transfers	594,375	51,547,093
County Healthcare Funding	1,340,872	10,243,410
Salaries	146,867	1,201,878
Benefits	36,575	600,023
Legal & Professional Fees	48,113	482,718
Purchased Services	67,381	1,159,739
Supplies & Materials	1,296	14,522
Rent & Leases	12,138	138,735
Repairs & Maintenance	84	779
Utilities	5,537	38,078
Insurance	1,875	21,880
Administrative & General	4,451	47,418
Capital Outlay	0	33,444
Total Current Expenditures	2,259,564	65,529,717
Excess of Revenues Over Expenditures Before Sources/Uses	(1,396,362)	(19,938,289)
Other Financing Sources & Uses		
Operating Transfers In	0	(672,000)
Total Other Financing Sources & Uses	0	(672,000)
Excess of Revenues Over Expenditures After Sources & Uses	(1,396,362)	(19,266,289)
Fund Balance, Beginning of Year		63,902,487
FUND BALANCE, END OF YEAR		44,636,198

UNAUDITED

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 9/1/2021 Through 9/30/2021
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	17,181	117,109
Tobacco Settlement Proceeds	<u>0</u>	<u>671,991</u>
Total Revenues	<u>17,181</u>	<u>789,100</u>
 Excess of Revenues Over Expenditures Before Sources/Uses	 <u>17,181</u>	 <u>789,100</u>
 Other Financing Sources & Uses		
Operating Transfers Out	<u>0</u>	<u>672,000</u>
Total Other Financing Sources & Uses	<u>0</u>	<u>672,000</u>
 Excess of Revenues Over Expenditures After Sources & Uses	 <u>17,181</u>	 <u>117,100</u>
 Fund Balance, Beginning of Year		56,345,530
 FUND BALANCE, END OF YEAR		<u><u>56,462,630</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 9/1/2021 Through 9/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	12
Total Revenues	1	12
Current Expenditures		
Benefits	8,734	26,388
Administrative & General	48	1,446
Total Current Expenditures	8,783	27,834
Excess of Revenues Over Expenditures Before Sources/Uses	(8,782)	(27,822)
Excess of Revenues Over Expenditures After Sources & Uses	(8,782)	(27,822)
Fund Balance, Beginning of Year		115,092
FUND BALANCE, END OF YEAR		87,269

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 9/1/2021 Through 9/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	76,080	0	76,080	35,512,133	34,531,245	980,888
Penalties & Interest - Taxes	17,873	26,900	(9,027)	308,559	345,312	(36,753)
Spohn Corporate Member Revenue	618,088	541,663	76,425	9,211,595	6,500,000	2,711,595
Investment Income	1,074	473	601	32,084	15,068	17,016
Other Income	<u>150,087</u>	<u>0</u>	<u>150,087</u>	<u>527,058</u>	<u>120,000</u>	<u>407,058</u>
Total Revenues	<u>863,202</u>	<u>569,036</u>	<u>294,166</u>	<u>45,591,428</u>	<u>41,511,625</u>	<u>4,079,803</u>
Current Expenditures						
Intergovernmental Transfers	594,375	612,663	18,288	51,547,093	62,881,100	11,334,007
County Healthcare Funding	1,340,872	1,044,092	(296,780)	10,243,410	15,906,930	5,663,520
Salaries	146,867	119,531	(27,336)	1,201,878	1,525,703	323,825
Benefits	36,575	56,028	19,453	600,023	703,258	103,235
Legal & Professional Fees	48,113	121,829	73,716	482,718	1,582,500	1,099,782
Purchased Services	67,381	84,939	17,558	1,159,739	1,279,800	120,061
Supplies & Materials	1,296	1,750	454	14,522	21,000	6,478
Rent & Leases	12,138	12,201	63	138,735	146,500	7,765
Repairs & Maintenance	84	739	655	779	9,000	8,221
Utilities	5,537	4,704	(833)	38,078	61,500	23,422
Insurance	1,875	2,166	291	21,880	26,000	4,120
Administrative & General	4,451	13,989	9,538	47,418	168,000	120,582
Capital Outlay	0	0	0	33,444	127,000	93,556
Extraordinary	<u>0</u>	<u>413</u>	<u>413</u>	<u>0</u>	<u>5,000</u>	<u>5,000</u>
Total Current Expenditures	<u>2,259,564</u>	<u>2,075,044</u>	<u>(184,520)</u>	<u>65,529,717</u>	<u>84,443,291</u>	<u>18,913,574</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(1,396,362)</u>	<u>(1,506,008)</u>	<u>109,646</u>	<u>(19,938,289)</u>	<u>(42,931,666)</u>	<u>22,993,377</u>
Other Financing Sources & Uses						
Operating Transfers In	<u>0</u>	<u>0</u>	<u>0</u>	<u>(672,000)</u>	<u>(550,000)</u>	<u>122,000</u>
Total Other Financing Sources & Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>(672,000)</u>	<u>(550,000)</u>	<u>122,000</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(1,396,362)</u>	<u>(1,506,008)</u>	<u>109,646</u>	<u>(19,266,289)</u>	<u>(42,381,666)</u>	<u>23,115,377</u>
Fund Balance, Beginning of Year						
				63,902,487	0	63,902,487
FUND BALANCE, END OF YEAR						
				<u>44,636,198</u>	<u>(42,381,666)</u>	<u>87,017,864</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 9/1/2021 Through 9/30/2021
(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	0	0	0	8	0	8
Tobacco Settlement Proceeds	0	0	0	671,991	550,000	121,991
Total Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>671,999</u>	<u>550,000</u>	<u>121,999</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>671,999</u>	<u>550,000</u>	<u>121,999</u>
Other Financing Sources & Uses						
Operating Transfers Out	0	0	0	672,000	550,000	(122,000)
Total Other Financing Sources & Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>672,000</u>	<u>550,000</u>	<u>(122,000)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>(1)</u>	<u>0</u>	<u>(1)</u>
Fund Balance, Beginning of Year				838	0	838
FUND BALANCE, END OF YEAR				<u>837</u>	<u>0</u>	<u>837</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Indigent Care Fund
From 9/1/2021 Through 9/30/2021
(In Whole Numbers)

UNAUDITED

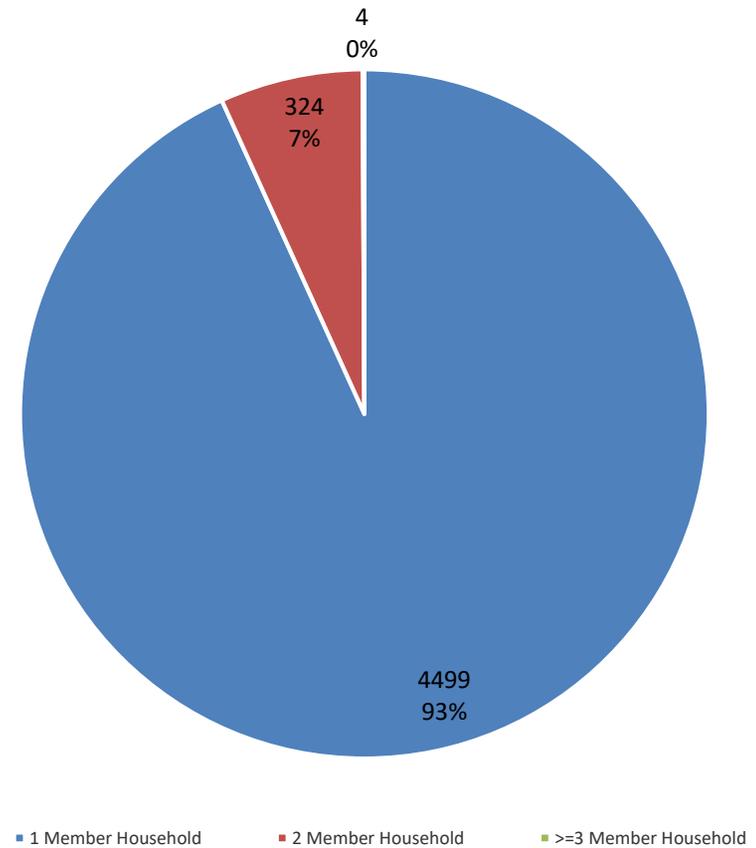
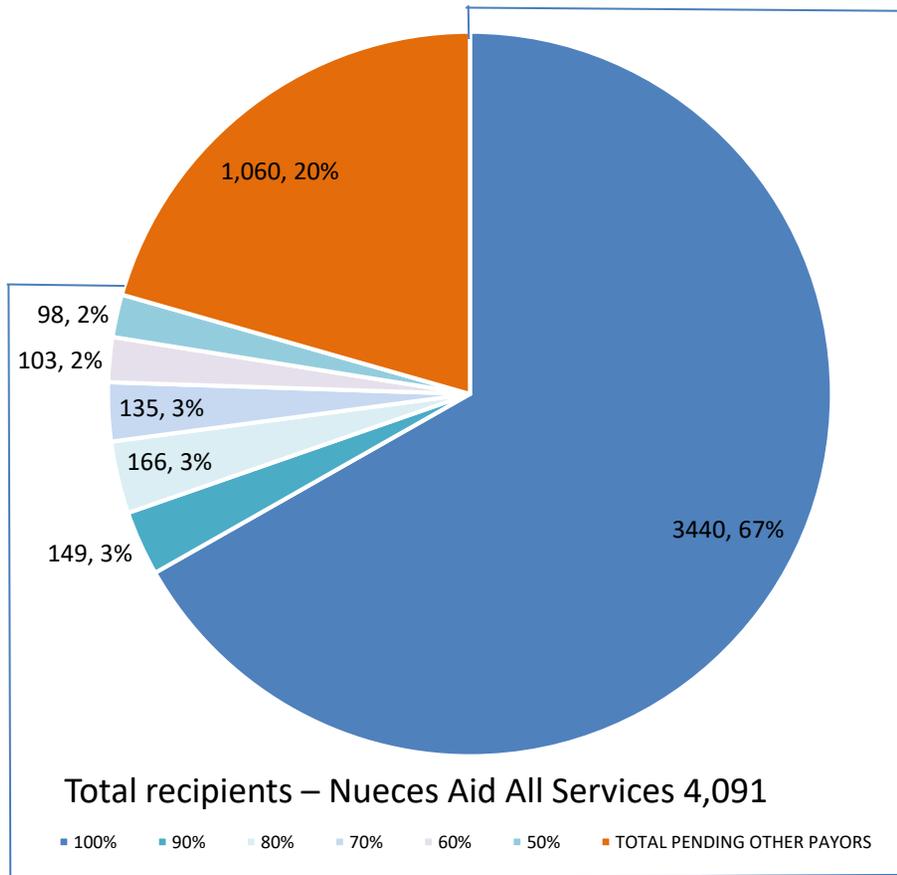
	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Investment Income	17,181	7,032	10,149	117,101	84,321	32,780
Total Revenues	<u>17,181</u>	<u>7,032</u>	<u>10,149</u>	<u>117,101</u>	<u>84,321</u>	<u>32,780</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>17,181</u>	<u>7,032</u>	<u>10,149</u>	<u>117,101</u>	<u>84,321</u>	<u>32,780</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>17,181</u>	<u>7,032</u>	<u>10,149</u>	<u>117,101</u>	<u>84,321</u>	<u>32,780</u>
Fund Balance, Beginning of Year				56,344,692	0	56,344,692
FUND BALANCE, END OF YEAR				<u>56,461,793</u>	<u>84,321</u>	<u>56,377,472</u>

October 2021

Nueces Aid Program Enrollment

Total Enrolled
5,151

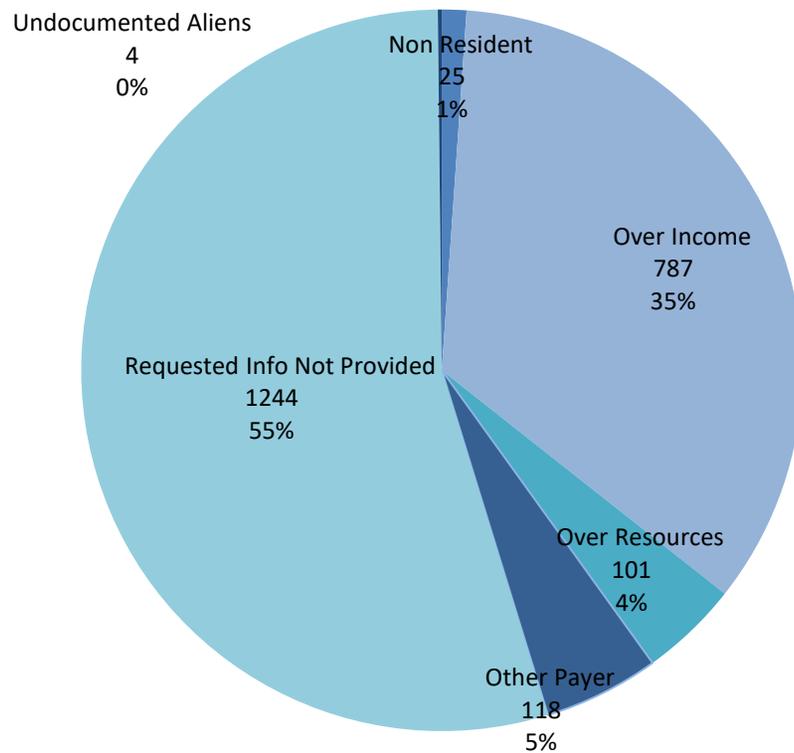
Total Households
4,827



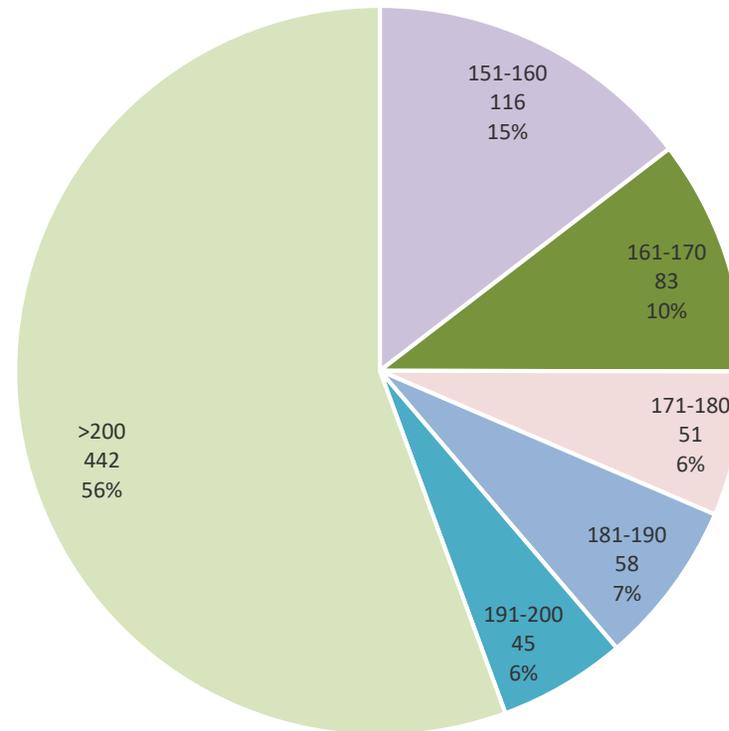
NUECES AID DENIALS

Calendar Year 2021
January-October

Denial Reasons



Comparison of Over Income Case to 2021 HHS Poverty Guidelines



**Nueces Aid Program
Application Processing Summary Calendar Year 2021**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2021	Comments
TOTAL APPLICATIONS	807	687	1,044	1,083	912	1,019	944	950	946	926			9,318	
- Approved	534	461	757	748	629	748	775	819	795	773			7,039	
%	66.2%	67.1%	72.5%	69.1%	69.0%	73.4%	82.1%	86.2%	84.0%	83.5%			75.5%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	273	226	287	335	283	271	169	131	151	153			2,279	
%	33.8%	32.9%	27.5%	30.9%	31.0%	26.6%	17.9%	13.8%	16.0%	16.5%			24.5%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	358	333	514	517	435	521	549	587	544	544			4,902	
%	67.0%	72.2%	67.9%	69.1%	69.2%	69.7%	70.8%	71.7%	68.4%	70.4%			69.6%	
90%	21	15	38	27	18	28	23	21	26	13			230	
%	3.9%	3.3%	5.0%	3.6%	2.9%	3.7%	3.0%	2.6%	3.3%	1.7%			3.3%	
80%	12	13	32	18	20	27	26	25	30	21			224	
%	2.2%	2.8%	4.2%	2.4%	3.2%	3.6%	3.4%	3.1%	3.8%	2.7%			3.2%	
70%	25	15	17	21	19	12	20	20	25	18			192	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	4.7%	3.3%	2.2%	2.8%	3.0%	1.6%	2.6%	2.4%	3.1%	2.3%			2.7%	
60%	10	12	26	11	24	12	18	16	25	11			165	
%	1.9%	2.6%	3.4%	1.5%	3.8%	1.6%	2.3%	2.0%	3.1%	1.4%			2.3%	
50%	13	10	25	15	17	19	16	14	14	21			164	
%	2.4%	2.2%	3.3%	2.0%	2.7%	2.5%	2.1%	1.7%	1.8%	2.7%			2.3%	
TOTAL	439	398	652	609	533	619	652	683	664	628			5,877	
%	82.2%	86.3%	86.1%	81.4%	84.7%	82.8%	84.1%	83.4%	83.5%	81.2%			83.5%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	720	389	660	654	554	625	668	724	683	684			6,361	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	95.7%	91.1%	93.1%	93.2%	88.1%	90.8%	86.2%	93.7%	92.3%	93.8%			91.9%	
2 Member Household	32	35	49	47	75	60	107	46	56	44			551	
%	4.3%	8.2%	6.9%	6.7%	11.9%	8.7%	13.8%	6.0%	7.6%	6.0%			8.0%	
3 or > Member Household	0	3	0	1	0	3	0	3	1	1			12	Households pending other payors are not included.
%	0.0%	0.7%	0.0%	0.1%	0.0%	0.4%	0.0%	0.4%	0.1%	0.1%			0.2%	
TOTAL HOUSEHOLDS APPROVED	752	427	709	702	629	688	775	773	740	729			6,924	

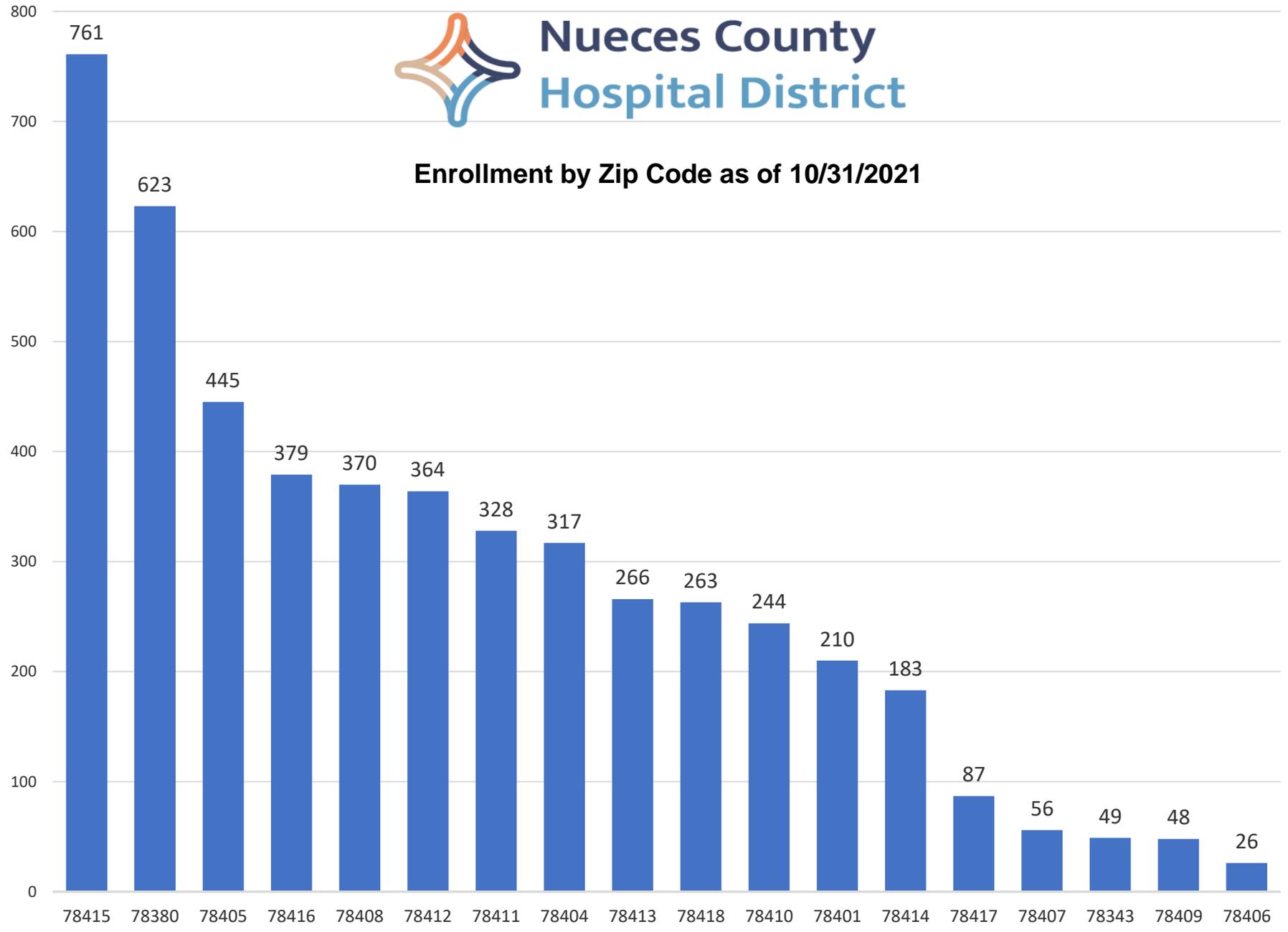
**Nueces Aid Program
Application Processing Summary Calendar Year 2021**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2021	Comments
NCHD DENIALS - Reasons for Denials														
Non Resident	4	1	4	5	2	2	1	1	3	2			25	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	1.5%	0.4%	1.4%	1.5%	0.7%	0.7%	0.6%	0.8%	2.0%	1.3%			1.1%	
Over Income	102	67	126	137	86	56	62	46	49	56			787	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	37.4%	29.6%	43.9%	40.9%	30.4%	20.7%	36.7%	35.1%	32.5%	36.6%			34.5%	
Over Resources	9	6	8	11	14	6	12	14	10	11			101	Households pending other payors are not included.
%	3.3%	2.7%	2.8%	3.3%	4.9%	2.2%	7.1%	10.7%	6.6%	7.2%			4.4%	
Other Payer	18	3	16	13	12	13	7	12	15	9			118	Households pending other payors are not included.
%	6.6%	1.3%	5.6%	3.9%	4.2%	4.8%	4.1%	9.2%	9.9%	5.9%			5.2%	
Requested Info Not Provided	140	149	133	167	168	193	87	58	74	75			1244	Note: UA code eff 08/01/01
%	51.3%	65.9%	46.3%	49.9%	59.4%	71.2%	51.5%	44.3%	49.0%	49.0%			54.6%	
Undocumented Aliens	0	0	0	2	1	1	0	0	0	0			4	Note: UA code eff 08/01/01
%	0.0%	0.0%	0.0%	0.6%	0.4%	0.4%	0.0%	0.0%	0.0%	0.0%			0.2%	
TOTAL DENIALS	273	226	287	335	283	271	169	131	151	153			2,279	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	223	180	223	272	232	211	122	100	144	113			1820	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	89.9%	88.2%	86.8%	89.5%	89.9%	87.2%	83.6%	86.2%	88.3%	83.7%			87.8%	
2 Member Household	25	22	31	31	25	30	24	16	18	18			240	Households pending other payors are not included.
%	10.1%	10.8%	12.1%	10.2%	9.7%	12.4%	16.4%	13.8%	11.0%	13.3%			11.6%	
3 or > Member Household	0	2	3	1	1	1	0	0	1	4			13	Households pending other payors are not included.
%	0.0%	1.0%	1.2%	0.3%	0.4%	0.4%	0.0%	0.0%	0.6%	3.0%			0.6%	
TOTAL HOUSEHOLDS DENIED	248	204	257	304	258	242	146	116	163	135			2,073	
PENDING APPLICATIONS														
Pending documentation	311	267	323	347	212	145	123	103	114	102			205	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	13	9	9	23	12	25	15	31	24	21			21	
SSI-SSID	49	30	46	57	38	44	60	56	58	67			67	
Other Payor	33	24	50	60	46	60	48	12	49	57			57	



Nueces County Hospital District

Enrollment by Zip Code as of 10/31/2021



Nueces County Hospital District
 Enrollment by Zip Code
 As of 10/31/2021

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	761	15%
78380	Robstown	623	12%
78405	CC:19th to Port Ave to Agnes, includes HPG	445	9%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	379	7%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	370	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	364	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	328	6%
78404	CC:Six Points	317	6%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	266	5%
78418	CC:Flour Bluff	263	5%
78410	CC:Annville and Calallen	244	5%
78401	CC:Downtown and Cargo Docks	210	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	183	4%
78417	CC:Old Brownsville to Ayers to Saratoga	87	2%
78407	CC: Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	56	1%
78343	Bishop + FM 665 to CR 107 W to CR 57E	49	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	48	1%
78406	CC: Clarkwood and San Juan	26	1%
	Subtotal	5,019	97%
	Total	5,151	

Agenda Item: 6.B.1

The RFP document is in final draft and undergoing review. The version enclosed here is subject to change. If revised, we will distribute that version to the Board.

DRAFT

**REQUEST FOR PROPOSALS
DEVELOP AND IMPLEMENT A STRATEGIC MARKETING PLAN
FOR ENROLLMENT GROWTH OF THE NUECES AID PLAN**

RFP No. 2021-01

Issued: **September 28, 2021**

Mail or Deliver proposal to:

Nueces County Hospital District
Attn: Melissa Quintanilla
555 N. Carancahua, Suite 950
Corpus Christi, TX 78401-0835

Pre-Proposal Conference:

October 12, 2021
at 10:00 AM, Central Daylight
Time **via Zoom**

Contact for RFP Inquiries:

Nueces County Hospital District
belinda.chism@nchdcc.org
Belinda Chism
555 N. Carancahua, Suite 950
Corpus Christi, TX 78401-0835
Phone: 361-808-3330
Fax: 361-808-3279

Proposals Due Date/Time:

October 26, 2021
at 2:00 PM, Central Daylight
Time

DRAFT

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**NUECES COUNTY HOSPITAL DISTRICT
REQUEST FOR PROPOSAL
DEVELOP AND IMPLEMENT A STRATEGIC MARKETING PLAN FOR ENROLLMENT
GROWTH OF THE NUECES AID PLAN
RPF# 2021-01**

Section 1 RFP Overview

1.1 GENERAL HOSPITAL DISTRICT INFORMATION

The purpose of this Request for Proposals (RFP) is to solicit written proposals for Development and Implementation of a Strategic Enrollment Marketing Plan (SMP) for Enrollment Growth of the Nueces Aid Plan. The services sought by Nueces County Hospital District (“NCHD or The District”) is the development and implementation of a marketing plan for enrollment growth that is more fully described in Section 4 of this RFP.

NCHD is a political subdivision and special district of the State of Texas, having been created by the voters of Nueces County, Texas in an election held in 1968, pursuant to Article IX, Section 4 of the Texas Constitution. The District is operated in accordance with Chapter 281, Texas Health and Safety Code. The District is governed by a seven-member Board of Managers appointed by the Nueces County Commissioners Court. The Board members elect a Chairman from within the seven-member Board. The District employs a staff of 24 employees, which consist of administrative staff, eligibility counselors, and support personnel to facilitate operations of the District’s statutorily-obligated indigent health care program. The SMP sought by this RFP generally supports the indigent health care program. The District no longer operates a hospital facility or any clinics but continues to provide for its statutory healthcare obligation through an agreement with Christus Spohn Health System Corporation.

Program activities occur at four locations: the District’s Administrative Office and three eligibility determination offices. The District’s Administrative Office is located at 555 N. Carancahua, Suite 950, Corpus Christi, Texas. The eligibility determination offices are located within District-owned facilities leased by Christus Spohn as follows: Christus Spohn Memorial Hospital, 2606 Hospital Boulevard, Corpus Christi; Christus Spohn Family Health Center, 4617 Greenwood Drive, Corpus Christi; and Christus Family Health Center, 1038 Texas Yes Boulevard, Robstown, Texas. Staff

activities are directed by an Administrator/Chief Executive Officer who reports to the District's Board of Managers.

Additional information is available at www.nchdcc.org .

1.2 NUECES AID PROGRAM

The Nueces County Indigent Healthcare Program or Nueces Aid Program provides access to healthcare for Nueces County residents who do not qualify for any other state or federal medical assistance programs. County residents must meet residency, income and resource guidelines to qualify for assistance under the program.

Benefits under the Nueces Aid program are as follows:

- Primary Care Services
- Specialty Care Services
- Medical Dental Care Services
- Pharmacy Services
- Home Health Services
- Quick Care Services
- Emergency Services
- Inpatient Hospital Services
- Outpatient Hospital Services
- Medically Necessary Skilled Nursing Services

Some benefits listed above may require physician authorization but are available as applicable.

Over the last few years, enrollment in the Nueces Aid Program has consistently declined. However, a significant decrease has been experienced since the beginning of the COVID-19 Pandemic in 2020. Therefore, this RFP seeks an offeror to develop and implement a marketing plan that will increase enrollment and provides access to care for those who meet program criteria.

Section 2 General RFP Terms, Conditions and Information

2.1 **PURPOSE AND ISSUING AUTHORITY:** NCHD is seeking proposals from qualified Offerors to provide comprehensive **SMP** as said services are generally described in this RFP. This RFP has been issued by NCHD under its delegated authority utilizing the procedure of Texas Local Government Code.

2.2 **FUNDING FOR CONTRACT:** Funds for the contract resulting from this RFP are those of NCHD and are available for the initial contract year. Funding for subsequent years is subject to continued annual budget appropriation by NCHD.

- 2.3 **ETHICAL CONDUCT:** Offeror shall have an obligation to act in ways that will merit the trust, confidence, and respect of NCHD and the general public. Offerors shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any Board member, officer, or employee of NCHD; CHRISTUS Spohn Health System Corporation; or CHRISTUS Spohn Hospital Memorial.
- 2.4 **RESERVATION OF RIGHTS:** It is understood that NCHD reserves the right to accept or reject any and/or all proposals for any or all services covered by this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall determine to be in the best interest of NCHD, in its sole discretion.
- 2.5 **CLARIFICATION OF SERVICES TO BE PROVIDED:** In the event any Offeror contemplating submitting a proposal in response to this RFP is in doubt as to the meaning of the services to be provided, it may submit a written request for clarification to the point of contact identified in Section 3.5 of this RFP, not less than seven (7) calendar days prior to the proposal Due Date/Time as identified in Section 3.2.1 of this RFP.
- 2.6 **MODIFICATIONS TO RFP:** NCHD reserves the right to modify the general description and scope of the services sought in this RFP by issuing written addenda detailing any such modification(s).
- 2.7 **ADDENDA TO RFP:** Any interpretations, clarifications, corrections, modifications, or changes to this RFP and related specifications will be made by written addenda issued by NCHD. Addenda, if any, will be shown on the District's website, www.nchdcc.org, under the section titled "Working with NCHD". All such addenda become, upon issuance, a component of this RFP. All Offerors submitting a proposal shall acknowledge receipt of addenda, if any, in their proposal.
- 2.8 **MODIFYING PROPOSAL:** A submitted proposal may be modified in writing anytime prior to the Due Date/Time. However, no telephone, telegraphic, facsimile, electronic mail, or other electronically transmitted modifications will be accepted. The Offeror shall submit the modified replacement pages in the appropriate number of copies, including an original, with a transmittal letter summarizing the modifications and listing the specific pages to be replaced. The signature on the transmittal letter must be original and of equal or higher authority as the signature on the original proposal.
- 2.9 **WITHDRAWAL OF PROPOSAL:** A submitted proposal may be withdrawn by the Offeror at any time prior to the Due Date/Time. To withdraw the proposal, the Offeror shall submit a letter to NCHD indicating such withdrawal any time prior to the Due Date/Time. The signature on the letter must be original and must be of equal or higher authority as the signature on the submitted proposal. A proposal may be withdrawn in person. A withdrawn proposal may be resubmitted, with or without modifications, any time prior to the Due Date/Time.
- 2.10 **PUBLIC ACKNOWLEDGMENT OF PROPOSALS:** Receipt of proposals will be

publicly acknowledged in NCHD's Board of Managers Meeting Room located at 555 North Carancahua, Suite 950-A in Corpus Christi, Texas at the Due Date/Time stated in Section 3.2.1. Offerors, their representatives, and interested persons are welcome to attend the public acknowledgement. Proposals will be acknowledged only as to their presence. (See also Section 3.3.1)

- 2.11 **PROPOSAL PREPARATION AND SUBMISSION EXPENSES:** It is understood that NCHD assumes no expressed or implied obligation to reimburse Offeror for any expense, in whole or in part, incurred by Offeror in preparing and submitting proposals in response to this RFP solicitation, and NCHD shall not reimburse any person or Offeror for these expenses. NCHD shall consider proposals from all responsible, responsive Offerors, provided that their respective proposals are prepared and submitted in accordance with the terms, conditions, and provisions of this RFP.
- 2.12 **SALES TAX EXEMPTION:** NCHD's purchase of services is exempt from City, State and most Federal Taxes. Proposals should not include exempted taxes, including sales tax.
- 2.13 **COMPLIANCE WITH LAWS:** Proposals must comply with all federal, state, county, and municipal laws, if any. All services provided under the contract resulting from this RFP shall comply with federal, state, county, and municipal rules, codes, regulations, laws, and executive orders.
- 2.14 **REQUIRED DOCUMENTATION:** Offeror shall provide with its proposal, all documentation required by this RFP. Failure to provide this information will result in rejection of the proposal.
- 2.15 **EXCEPTIONS/SUBSTITUTIONS:** All proposals addressing the services sought under this RFP shall be considered for award, provided they are submitted in accordance with the terms, conditions, and provisions contained in this RFP. Offerors taking exception to any specification(s) set forth in the RFP may offer a substitute. Offerors submitting substitutions shall state and list each exception(s) in an attachment to their proposal. The absence of such a statement and listing shall indicate that the Offeror has not taken exceptions to any specification(s) in the RFP and NCHD will hold the Offeror responsible to perform the services sought under this RFP. NCHD expressly reserves the right to accept all, any, or none of the exception(s) and/or substitution(s) as it deems to be in the best interest of NCHD as it shall determine in its sole discretion.
- 2.16 **SILENCE OF SERVICE OR OTHER SPECIFICATIONS:** The apparent silence of the service or other specifications contained in this RFP as to any detail or to the apparent omission from it of a detailed description concerning any point, if any, shall be regarded as meaning that only best practices will prevail. All interpretations of these specifications shall be made solely by NCHD on the basis of this statement.
- 2.17 **FAIR LABOR STANDARDS:** Successful Offerors shall affirm compliance with all applicable federal, state, county and municipal fair labor laws. Affirmation by Offeror

shall be performed under Contractor's representations and warranties in the final contract resulting from this RFP.

2.18 **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:** The successful Offeror will affirmatively demonstrate that it:

2.18.1 has a satisfactory record of performance;

2.18.2 has a satisfactory record of integrity and ethics; and

2.18.3 is otherwise qualified and eligible to receive an award.

NCHD reserves the right to request documentation from Offeror sufficient to determine the Offeror's ability to meet these minimum standards or others determined by NCHD to be essential to the effective delivery of the services sought under this RFP. (See Selection Criteria shown in Section 5.2)

2.19 **ABILITY TO CONTRACT:** Any Offeror currently held in abeyance from or barred from an award from the *Texas Medicaid Drug Program*, any Texas hospital district indigent healthcare program, or any Texas county indigent healthcare program may not contract with NCHD. Affirmation by Offeror shall be performed under Contractor's representations and warranties in the final contract resulting from this RFP.

2.20 **PROPOSAL CONSIDERATION:** For a proposal to be considered, the Offeror must meet NCHD's requirements, terms, conditions, and demonstrate the ability to perform successfully and responsibly under the terms, conditions, and provisions of the prospective contract, and submit the completed proposal according to the terms, conditions, and provisions of this RFP.

2.21 **CONTRACT REQUIRED:** A formal contract for performance of the services sought by this RFP will be developed by NCHD after negotiation and award. The Offeror receiving the award is required to enter into this Contract as a condition of the award.

2.22 **TERMINATION OF CONTRACT:** NCHD reserves the right to terminate any resulting contract with sixty (60) days written notice to Contractor. Other contract termination provisions will also apply.

2.23 **INDEMNIFICATION:** The successful Offeror shall defend, indemnify, and save harmless NCHD, all its Board members, officers, employees, and agents from all litigation, lawsuits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Offeror, or its agents, in the performance of any contract which may result from a proposal award under this RFP. The successful Offeror shall pay any judgment cost which may be obtained against NCHD arising out of such injury or damages, including related attorneys fees and court costs incurred by NCHD.

- 2.24 **NOTICES:** Any notice provided by this proposal (or required by law) to be given to the successful Offeror by NCHD under the resulting Contract shall be deemed to have been given and received on the third (3rd) day after such written notice has been deposited with the United States Postal Service in Corpus Christi, Texas, by Registered or Certified Mail, Return Receipt Requested with sufficient postage affixed thereto, addressed to the successful Offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 2.25 **CONTRACT ADMINISTRATOR:** NCHD will appoint a Contract Administrator with designated responsibility to ensure Contractor's compliance with the Contract's terms, conditions, and provisions. The Contract Administrator will also serve as the liaison between NCHD and the successful Contractor.
- 2.26 **BILLING INVOICES:** Billing invoices shall show all information as required by the Contract and shall be mailed directly to the NCHD address identified in the contract entered into by NCHD and Contractor.
- 2.27 **ACCOUNTING RECORDS:** The successful Offeror/Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the resulting Contract in accordance with generally accepted principles of accounting, record retention laws, and other procedures which may be specified by NCHD. Financial and accounting records shall be made available at no charge, upon request, to NCHD and/or its agents at any time during the contract period and any emergencies or written extension thereof and for five (5) years from the expiration date and final payment on the contract or extension thereof.
- 2.28 **REFUND OF OVERPAYMENT:** If any inspection or audit of Offeror's/Contractor's records discloses any overpricing of products or errors in the use of rates or otherwise resulting in overpayment by NCHD, the amount of the overpayment, plus interest at prevailing rates during the period of overpricing, shall be refunded to NCHD promptly upon demand by cashiers check, or NCHD may, at its option, withhold such overpayment from any amounts otherwise due the Offeror/Contractor.
- 2.29 **PAYMENT FOR SERVICES:** Payment for services will be made in accordance with the terms, conditions and provisions set forth in the resulting Contract.
- 2.30 **ASSIGNMENT:** The successful Offeror may not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of NCHD.
- 2.31 **INCONSISTENCY/ORDER OF PRECEDENCE:** Any inconsistency in this RFP or in the resulting Contract shall be resolved by giving precedence in the following order:
- A. Specific RFP Terms, Conditions, and Information
 - B. General RFP Terms, Conditions, and Information
 - C. Assurances and Certifications
- 2.32 **CONFLICT OF INTEREST:** State Law requires that no one connected with NCHD

shall have a substantial interest in the business entity who is awarded the contract resulting from this RFP, pursuant to Texas Local Government Code, Chapter 171. A person has a substantial interest in a business entity under this statute if: (i) the person owns 10% or more of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity; (ii) funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or (iii) a person has an interest in real property and the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. No local public official shall have an interest in the entity who is awarded a contract resulting from this RFP if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code, has a substantial interest as identified above. **NOTE:** Pursuant to Texas Government Code, §573.022, two individuals are related to each other by consanguinity if: (i) one is the descendant of the other; or (ii) they share a common ancestor. Pursuant to Texas Government Code, §573.024, two individuals are related to each other by affinity if: (i) they are married to each other; or (ii) the spouse of one of the individuals is related by consanguinity to the other individual.

- 2.33 **CONFLICT OF INTEREST QUESTIONNAIRE:** Chapter 176, Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local government entity or local government officer thereof to file a conflicts of interests disclosure questionnaire with the governmental entity prescribed.

The required Conflict of Interest Questionnaire Form (CIQ) (**Attachment C**) must be submitted to NCHD not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with NCHD.

- 2.34 **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** Section 2252.908, Texas Government Code, states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract that (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted the Certificate of Interested Parties from (Form 1295).

Filing Process: On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body with which the

business entity is entering into the contract.

Information regarding how to use the filing application is located at, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

2.35 **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL HOUSEBILL 89 VERIFICATION FORM:** Section 2271.002 of the Texas Government Code was enacted in 2017 and set out requirements for governmental entities. A contract between governmental entity with (i) a company that has 10 or more full-time employees; an (ii) the contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, will be subject to Chapter 2271 of the Texas Government Code. Under Section 2271.002 of the Texas Government Code-Provision Required in Contract, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract.

2.36 **REFERENCES REQUIRED:** Each Offeror responding to this RFP shall provide a list of references where the Offeror’s services (in whole or in part) are being provided and have been provided. Offeror shall provide at least two (2) references where Offeror’s services are currently being provided and at least one (1) reference where Offeror’s past services have been provided during the preceding three (3) years. The reference listing presented by Offeror shall include organization name, contact person in authority, address, telephone number, electronic mail address, and description of services provided for each reference. **(Attachment B)**. By submitting list Offeror agrees that NCHD may contact any or all references listed regarding past services provided by Offeror to listee.

2.37 **SUBCONTRACTING:** The Offeror/Contractor shall not subcontract (in whole or in part) the Contract resulting from award of this RFP, except as approved in advance in writing by NCHD.

Section 3
Nueces County Hospital District and RFP

3.1 SCHEDULE OF EVENTS

The following is the schedule for selection and award of the District’s solicitation:

<u>Description</u>	<u>Date</u>
Advertisements	July 17, 2021
	July 24, 2021
	July 31, 2021
<u>Pre-Proposal Conference</u>	August 3, 2021 @ 10:00 a.m. CDT

<u>Written Inquiries Due</u>	August 12, 2021 @ 2:00 p.m. CDT Nueces County Hospital District Attn: Belinda Chism 555 N. Carancahua, Suite 950 Corpus Christi, TX 78401-0835 Email: belinda.chism@nchdcc.org
<u>Proposal Due/RFP Opened</u>	August 22, 2021 @ 2:00 p.m. CDT
<u>Award RFP</u>	September 6, 2021
<u>Execute Contract</u>	September 16, 2021
<u>Commencement of Contract</u>	October 1, 2021

The abbreviation "CDT" denotes Central Daylight Time.

3.2 PROPOSAL SUBMISSION

3.2.1 **PROPOSAL DUE DATE AND TIME:** The due date and time for submission of an Offeror's original proposal and required copies to the Hospital District is **August 22, 2021 at 2:00 p.m., Central Daylight Time.** The Offeror's proposal and copies shall be delivered to the Hospital District's Accounting/Finance Office and be addressed and submitted to:

Melissa Quintanilla
Human Resources/Purchasing Specialist
Attention: RFP No. 2021-01
Nueces County Hospital District
555 N. Carancahua, Suite 950
Corpus Christi, TX 78401-0835

3.2.2 **REQUIRED COPIES:** All proposal submissions shall include one (1) original, clearly marked as such, and two (2) copies, including any supplemental printed material referenced therein. The original and each copy shall be submitted in individual 3-ring binders.

3.2.3 **LATE SUBMISSION:** Proposals submitted after due date, or unsigned WILL NOT be considered and will be returned unopened if the Offeror is identified on the proposal delivery envelope. Proposals WILL NOT be accepted via transmittal telefax, telephone, facsimile or electronic communication equipment. The Offeror assumes the risk of the method of dispatch chosen. The Hospital District assumes no responsibility for delays caused by the U.S Postal Services, package delivery systems, or weather. Postmarking by the due date will not substitute for actual proposal receipt.

- 3.2.4 **DELIVERY CONTAINER AND MARKING:** The single container in which the original proposal and required copies are enclosed shall be sealed and marked on the outside as follows:

Request for Proposals
Development and Implementation of a Strategic Enrollment Marketing
Plan (SEMP) for Nueces Aid Plan Enrollment Growth
RFP 2021-01

- 3.2.5 **ACCEPTANCE OF TERMS AND CONDITIONS:** Submission of a proposal shall be considered by the Hospital District as prima facie evidence that the Offeror has familiarized himself/herself with, and understands and accepts, the solicitation, its terms and conditions, etc., under which the agreement is to be awarded, administered, and performed, as set forth in this RFP. The Hospital District will not be responsible for any interpretations or misinterpretations of any oral instructions.
- 3.2.6 **OWNERSHIP OF PROPOSAL:** All materials submitted in response to this request become the property of the Hospital District and may become a part of any resulting contract. Award or rejection of a proposal does not change this right.
- 3.2.7 **SIGNATURE REQUIREMENTS:** Proposal must be signed by a duly authorized representative of the Offeror. Offeror shall use correct and complete legal names and titles.
- 3.2.8 **DURATION OF PROPOSAL OFFER:** The proposal constitutes an offer by the Offeror that shall remain open and irrevocable for a period of *ninety (90)* calendar days from the deadline for submitting proposals.
- 3.2.9 **ASSURANCES AND CERTIFICATIONS:** Offeror must submit and executed Assurances and Certification documentation attached hereto as **Attachment "A"**.

3.3 ORAL PRESENTATION AND NEGOTIATION

- 3.3.1 **CONFIDENTIALITY:** Pursuant to the Texas Local Government Code, and the Texas Government Code, Public Information Act, §552.110, proposals will be opened in a manner that acknowledges only their presence, that avoids disclosure of the contents to competing Offerors, and keeps the proposal secret during the process of negotiation. Proposals are available and open to the 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. If an Offeror does not desire that trade secrets or confidential commercial and financial information be disclosed to the public, the Offeror should clearly identify

proposal data that it considers proprietary. If the District is requested to disclose any proprietary proposal data furnished to it by Offeror and that is so marked by Offeror that is subject to provisions of the Public Information Act, the District will notify the Offeror in writing of such request within ten (10) business days of receipt of the request. The Offeror so notified 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.

3.3.2 **CLARIFICATION:** The Hospital District reserves the right to request clarification or additional information.

3.3.3 **ORAL PRESENTATION:** An oral presentation may be required after written proposals are received by the Hospital District. Each Offeror should be prepared to discuss and substantiate any of the areas of the RFP it has submitted, its own qualifications for the services rendered, and any other area of interest relative to this proposal.

3.3.4 **NEGOTIATION:** The Hospital District reserves the right to negotiate terms and conditions with the top contenders. The District also reserves the right to negotiate modifications to the proposal with a single Offeror without obligation to negotiate similar modifications with other Offerors. Modifications must be requested by the District. Unsolicited modifications without prior request by the District will not be accepted.

3.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference for interested Offerors will be held on **August 3, 2021 at 10:00 AM, Central Daylight Time** in NCHD's Board of Managers Meeting Room located at 555 North Carancahua, Suite 950-A in Corpus Christi, Texas. Attendance is recommended, but not mandatory. Offerors will be given a tour of the Administrative Office Server room and an offsite eligibility determination office location. To RSVP or for other pre-proposal conference related information, contact Melissa Quintanilla at (361) 808-3318 or melissa.quintanilla@nchdcc.org.

3.5 POINT OF CONTACT

Informational questions regarding the contents of this RFP shall be submitted in writing not less than seven (7) calendar days prior to the Due Date/Time to:

Belinda Chism
Assistant Administrator
Nueces County Hospital District
555 North Carancahua, Suite 950
Corpus Christi, Texas 78401-0835
Telephone: (361) 808-3330
Facsimile: (361) 808-3274

E-mail: belinda.chism@nchdcc.org

3.6 CONTRACT AWARD

The award of the contract resulting from this RFP will be made to the responsible Offeror whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluative factors set forth in this RFP, pursuant to Texas Local Government Code, §262.030(b).

3.7 MODIFICATION AFTER CONTRACT AWARD

After award of the contract but before the contract is made, NCHD's Administrator may negotiate one or more modification(s) of the contract if the modification(s) is/are in the best interests of NCHD and do not substantially change the scope of the contract or cause the contract amount to exceed the next lowest proposal.

3.8 BUSINESS ASSOCIATE AGREEMENT REQUIRED

A formal agreement setting forth the terms and conditions under which NCHD Indigent Care Program enrollee "protected health information", as defined by the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended, and the related Privacy Rule (65 FR 82462), created or received by Offeror during and after the Term of Contract will be safeguarded and used or disclosed will be prepared by NCHD after negotiation and award. The Offeror receiving the award is required to enter into this agreement as a condition of the award. Generally, a business associate is a person or organization, other than NCHD's workforce, that performs certain functions or activities on behalf of, or provides certain services to, NCHD that involve the use or disclosure of individually identifiable health information.

Section 4
Specific RFP Terms, Conditions and Information

4.1 DESCRIPTION OF SERVICES PROVIDED

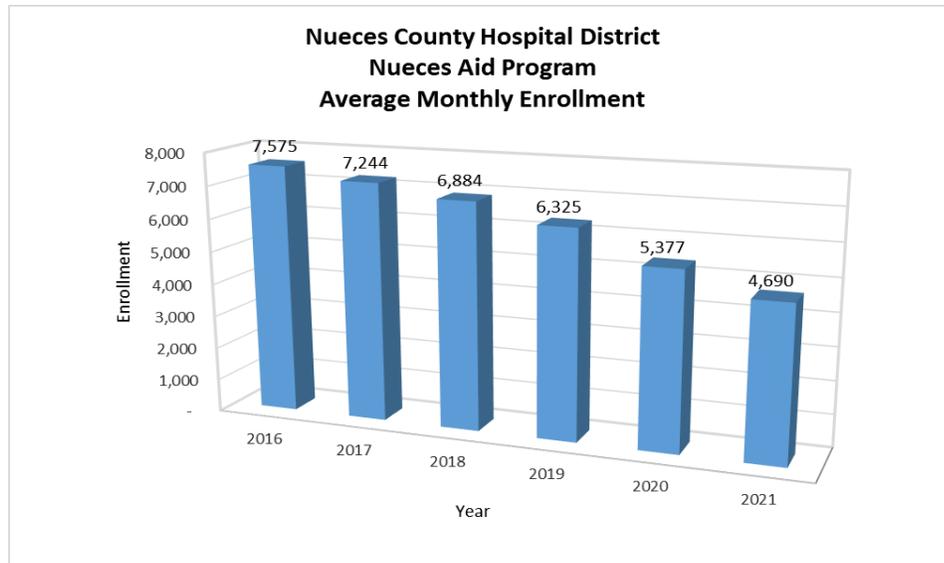
The services sought by the District are the development and implementation of a strategic marketing plan for the enrollment growth of the Nueces Aid Healthcare access plan as generally described in this Section 4.1. The Offeror shall develop a marketing plan that will focus on increasing the Nueces Aid program enrollment. In addition, it should reach out to referral facilities that interact with potential enrollees of the Nueces Aid Program. The Offeror will provide the following services: implementation of a marketing plan that reaches the indigent population of Nueces County in need of Healthcare Services.

4.2 SERVICES

The Offeror must provide a marketing plan and may include multiple media outlets as needed to reach the population sought and the referral entities that serve the population. Media outlets may include print, radio and TV campaigns as well as public service announcements (PSAs) and establishment of social media campaigns and monitoring.

4.2 TARGET RESPONSE AND RESOLUTION

The target response is to increase Nueces Aid Program enrollment to historical levels. As shown in the chart below, enrollment in the Nueces Aid Program has declined consistently since 2016. The goal of this RFP is to increase enrollment in the Nueces Aid Program to at least the enrollment levels seen in 2016.



4.3 TERM OF CONTRACT: November 1, 2021 to April 30, 2021.

Contractor shall provide the services described in Section 4.1-4.2 above for six (6) consecutive calendar months commencing at 12:01 a.m. on the first (1st) day of the contract's term and ending at 11:59 p.m. on the last day of the term, as said dates are identified in this Section 4.4.

An option to extend, subject to satisfactory performance by the Offeror/Contractor as determined by NCHD, may be offered for one (1) additional period up to six months:

Additional Six-Month Period: May 1, 2021 to October 31, 2021.

Such extensions, if any, shall only be by mutual written agreement of the parties. If so determined, NCHD will provide the Offeror/Contractor written notice of its intent to extend approximately forty-five (45) days prior to expiration of the then current Contract.

4.4 SERVICE IMPLEMENTATION SCHEDULE

The Contractor shall adhere to the following Service Implementation Schedule:

This Service Implementation Schedule has been developed to aid in managing key aspects of the service implementation process to be followed after the Contract's award. NCHD expects to follow this schedule when possible. However, unforeseen circumstances outside of NCHD's control may arise and NCHD's implementation staff may be required to deviate from this projected schedule.

Time Frame

Activity

Week #1 (November 1-5, 2021)

Task #1 – Meet with NCHD staff to discuss program and goals.

Task #2 – Perform a walk through of all District sites.

Task #3 – Set implementation goals.

Week #2 (November 8-12, 2021)

Task #1 – Begin implantation of marketing plan.

Week #3 (November 15-19, 2021)

Task #1 – Present status of project to NCHD staff and BOM.

Month 3 (February 2022)

Task #1 – Evaluate Effectiveness of Media outlets and adjust plan as

necessary.

Section 5 Evaluation and Selection Criteria and Process
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5.1 EVALUATION OF RESPONSES

For a proposal to be evaluated, the Offeror shall:

- (1) Submit its proposal in accordance with the terms, conditions and provisions of this RFP;
- (2) Submit references as required by Section 2.35;
- (3) Address all of the Services in Section 4.2 and 4.3; and
- (4) Answer/respond/reply to each item and sub-item set forth in Section 6 answering each **thoroughly and concisely**.

5.2 SELECTION CRITERIA

The following criteria will be used to evaluate the proposals received in response to this RFP solicitation. Each accepted proposal will be evaluated based on the identified selection criteria. The maximum score for each proposal is 100 points.

<u>Selection Criteria</u>	<u>Points</u>
Risk Profile	10
Background and Experience	35
Management Response/Assurance	15
Cost Effectiveness and Best Value	30
Value-added Services	<u>10</u>
	100

5.3 EVALUATION PROCESS

The evaluation process that will be used by NCHD staff is as follows:

5.3.1 All proposals received by the Due Date/Time and which meet the terms, conditions and provisions of this RFP will be evaluated, scored, and ranked by NCHD staff according to the Selection Criteria set forth in Section 5.2 above. Proposals not containing all information required by this RFP will be rejected and as a result will not be evaluated or ranked.

5.3.2 Evaluated Offerors may be invited to interview (by telephone or in person)

with NCHD staff to further clarify Offeror's proposals.

- 5.3.3 Additional information may be requested by NCHD staff following the evaluation and/or interviews.
- 5.3.4 Site visits may be conducted by NCHD staff to Offeror's service sites as a part of the evaluation process.
- 5.3.5 Demonstrations of Offeror's services may be requested by NCHD staff.
- 5.3.6 Based on rankings of the proposals by NCHD staff, one or more Offeror may be asked to enter into final pricing and contract negotiations with NCHD.
- 5.3.7 Offerors whose proposals are not selected for contract award will be given written notification within ten (10) days of the award.
- 5.3.8 Submitted proposals become property of NCHD and will not be returned to the Offeror.

Section 6 Information To Be Provided By Offeror
--

As a part of their proposal submission, each Offeror shall at least answer each of the items and sub-items in this Section 6 **completely and concisely**. Offerors may attach additional materials as necessary to provide supportive information and details. Failure to disclose or provide complete and accurate responses will be considered a basis for eliminating the Offeror's proposal from further consideration.

6.1 RISK PROFILE

Please provide the following information:

- 6.1.1 List any lawsuits or litigation against your organization, or any of its predecessors during the preceding five (5) years which relate to the type of services (in whole or in part) sought by NCHD under this RFP.
- 6.1.2 Has your organization, or any of its predecessors, pursued civil legal action against any person or entity during the preceding five (5) years which relate to the type of services (in whole or in part) sought by NCHD under this RFP? If yes, please explain.
- 6.1.3 Has your organization, or any of its predecessors, been terminated from a contract where it provided the type of services (in whole or in part) sought by NCHD under this RFP within the preceding five (5) years? If yes, please explain and list terminating entities' name and location.

- 6.1.4 Has your organization or any of its predecessors, experienced non-renewal of any contract that provided the type of services (in whole or in part) sought by NCHD under this RFP within the preceding five (5) years? If yes, please explain and list non-renewing entities' name and location.
- 6.1.5 Is your organization duly licensed or otherwise permitted to operate by the appropriate administrative, governmental, or regulatory agency(s) in the State of Texas which regulate the services (in whole or in part) sought by NCHD under this RFP? If not, please explain. If yes, please list the entity or entities.
- 6.1.6 Are there any limitations, restrictions or modifications imposed on your organization by any administrative, governmental, or regulatory agency(s) in the State of Texas which regulate the services (in whole or in part) sought by NCHD under this RFP? If yes, please explain.
- 6.1.7 Is your organization the subject of any administrative, governmental, or regulatory agency disciplinary action? If so, please explain. Is any such action contemplated or pending? If yes, please explain.
- 6.1.8 Acknowledge your organization will execute the Business Associate Agreement required under Section 3.8 of this RFP.

6.2 BACKGROUND AND EXPERIENCE

Please provide the following information:

- 6.2.1 Please describe and detail the background and experience of the Offeror as a provider of the services sought under this RFP. Describe your current staffing, level of education and experience for the personnel who will be actively involved with NCHD.
- 6.2.2 Please describe and detail (to the extent possible) any contracts (including similarly performing arrangements) or employment relationships you have with other Texas governmental entities and/or healthcare entities. Provide three (3) client references on (Attachment B 1-3).
- 6.2.3 Describe your organization's customer service policy.
- 6.2.4 What are your organization's normal business hours? Do you have a toll-free customer telephone number? When is your telephone customer service available (i.e., days and hours)?
- 6.2.5 How will your organization resolve customer service problems arising from this account?
- 6.2.6 Do you plan to utilize a subcontractor(s) to perform any portion of the contract

resulting from this RFP? If yes, please explain why and who the subcontractor(s) will be.

6.3 MANAGEMENT RESPONSE/ASSURANCES

- 6.3.1 Describe your organization's plan for providing the services sought under this RFP. Include a detailed plan for implementation, including time lines.
- 6.3.2 Describe all deliverables your organization will provide under the RFP. Examples of desired reports are: service reports, problem/issues resolutions reports, hardware/asset inventory, and network documentation.
- 6.3.3 Describe your organization's method of communication of job requests. Describe how resolution of work orders is communicated.

6.4 COST EFFECTIVENESS AND BEST VALUE

Please provide the following information:

- 6.4.1 The cost of Marketing Services, listed in 4.2. The District desires a budget certainty and is therefore requesting that the cost for marketing services be a fixed fee for the contract term. The cost will be paid over twelve (6) equal payments over the course of the contract.
- 6.4.2 Describe all other charge(s), if any, your organization will impose on NCHD to provide the services sought by this RFP.

6.5 VALUE ADDED SERVICES

Please provide the following information:

- 6.5.1 What ancillary or additional services will your organization provide NCHD at no additional cost?
- 6.5.2 How will your organization work with NCHD to improve program enrollment?

ATTACHMENT “A”

Assurances and Certifications

(To be executed and returned to NCHD with Proposal)

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 2.32 of this RFP, or otherwise, exist either with NCHD, including its Board, officers and employees; and additionally 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 bondable 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, accepting 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 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 Offeror 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 Christus Spohn 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 into 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, including sales tax.

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 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, and 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 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 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.
35. Offeror certifies that it is aware its proposal will be property of NCHD and will not be returned to the Offeror.
36. The person representing the Offeror as the point-of-contact is:

Name: _____

Title: _____

Address: _____

Telephone: _____

FAX: _____

Electronic Mail: _____
37. Enter Offeror's Federal Employer Identification Number.
 Offeror's Federal Employer Identification Number is ____-_____
 If you are a sole owner or partnership, enter your Social Security Number.
 Offeror's Social Security Number is ____-____-_____.

Offeror: _____

Address: _____

38. Signature of authorized representative.

Authorized Signature

Date

Printed Name of Signer

Title

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

ATTACHMENT B (1)
(Client Reference Form)

(For each client reference, please provide the following information)

Client Name: _____

Contact Name: _____

Contact Name's Title/Position: _____

Client Email Address: _____

City/State Location: _____

Client Telephone Number(s): _____

Date Contract Began: _____ Date Contract Ended: _____

Describe Products or Services Provided: _____

ATTACHMENT B (2)
(Client Reference Form)

(For each client reference, please provide the following information)

Client Name: _____

Contact Name: _____

Contact Name's Title/Position: _____

Client Email Address: _____

City/State Location: _____

Client Telephone Number(s): _____

Date Contract Began: _____ Date Contract Ended: _____

Describe Products or Services Provided: _____

ATTACHMENT B (3)
(Client Reference Form)

(For each client reference, please provide the following information)

Client Name: _____

Contact Name: _____

Contact Name's Title/Position: _____

Client Email Address: _____

City/State Location: _____

Client Telephone Number(s): _____

Date Contract Began: _____ Date Contract Ended: _____

Describe Products or Services Provided: _____

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
1	Name of vendor who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed.	
	_____ Name of Officer	
4	<p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>A. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
6	<input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	_____ Signature of vendor doing business with the governmental entity	
		_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.
 - (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (2) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (3) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.
 - (C) of a family relationship with a local government officer.

“ATTACHMENT D”

Proposal Number/Name or type of services to be provide: RFP No. 2021-01,
Develop and Implement a Strategic Marketing Plan for Enrollment Growth of The Nueces Aid
Plan

HOUSE BILL 89 VERIFICATION

I, _____ (Person name), the undersigned
representative of (Company or Business name) _____

_____ (hereafter referred to as company) being an adult
over the age of eighteen (18) years of age, do hereby verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Agenda Item: 6.C.1

The Policy attached to this Resolution is the same “draft” version that was presented to the Board at its October 26, 2021 meeting. The attached policy is being revised based on feedback provided then and we are also awaiting additional Board member comments prior to finalizing the document for presentation. Thereafter, it will require legal review. The revised document will be distributed to the Board when the review is complete.



NUECES COUNTY HOSPITAL DISTRICT

Administrative Offices

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

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

BOARD OF MANAGERS RESOLUTION **NOVEMBER 16, 2021**

A RESOLUTION APPROVING A BOARD OF MANAGERS POLICY RELATING TO FUNDING OPPORTUNITIES, PROPOSALS, AND/OR REQUESTS PRESENTED TO THE HOSPITAL DISTRICT

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

WHEREAS, the Hospital District's Board of Managers (the "Board") have been duly appointed pursuant to Health Code, §281.021(a); pursuant to collective authorities of Health Code, §281.047 and §281.048, the Board is the Hospital District's governing body and the Board has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District; and

WHEREAS, the Board desires to adopt a Board of Managers Policy that promotes the Hospital District's mission and objectives and guides the Board's decision-making process when considering funding opportunities, proposals, and/or requests presented to the Hospital District.

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

1. The Board hereby adopts the Board of Managers Policy attached hereto and identified as Exhibit "A."
2. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
3. This Resolution shall take effect and be in full force and effect upon and after its passage.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, R.N.
Member

Vishnu V. Reddy, M.D.
Member

John E. Valls, M.B.A.
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

all as shown in the official Minutes of the Board for the Meeting.

5. The attached Resolution is a true and correct copy of the original on file in the official records of the Hospital District; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code, as amended.

6. I am the Secretary of the Board having been duly appointed pursuant to Health Code, §281.023(b).

7. The foregoing Resolution is in full force and effect; that the same has not been rescinded, nor has it been amended or modified in any way.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Hospital District on this the **16th day of November 2021**.

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

{NEW HOSPITAL DISTRICT SEAL}

Exhibit A

PROPOSED POLICY

October 26, 2021

Any organization, agency, or other entity wishing to request financial assistance, funding opportunities, or presenting proposals or any other type of request for assistance to or from the Nueces County Hospital District shall submit a written request to the Nueces County Hospital District Board of Managers for placement of their request on the agenda of a Board of Managers meeting. A request for assistance should include at a minimum the following items:

- (1) identify the organization making the request,
- (2) provide an overview of the governing body or structure of the organization,
- (3) provide a detailed description of what the assistance requested will be used for and the time period required for completion of the project,
- (4) describe the health services or health related purposes of the project,
- (5) a request for financial assistance should not be for a period longer than one year
- (6) please state if you have requested financial assistance for your project from any other entity or agency, identify each source and the outcome of your request

An incomplete or partial submission of the requested information, may result in the Hospital District's inability to place the submission on the agenda of a Nueces County Hospital District's Board of Manager's meeting.

In order for the request to be considered for placement on the Agenda of a Nueces County Hospital District's Board of Manager's Meeting the request must reflect the approval and consent of the requesting agency's governing board for submission of their request for financial or other assistance to the Nueces County Hospital District.

Item 6. D. Medicaid 1115 Waiver

- Waiver includes three primary components:
 - Statewide Medicaid Managed Care Delivery System
 - Uncompensated Care
 - Delivery System Reform Incentive Payment (DSRIP)

- DSRIP - First Years of Waiver – DY 1-6 (2011-2016)
 - Emphasis on projects to improve access to care and quality health outcomes

- DSRIP - Five Year Renewal of Waiver – DY7-11 (2017-2022)
 - No longer identified as projects
 - Emphasis on achievement of specific quality health outcomes
 - Categories A, B, C, and D Reporting

- DSRIP Transition (2021 – ongoing)
 - Directed Payment Programs (DPP)
 - Public Health Provider Charity Care Program (PHP-CCP)
 - CMS-HHSC Negotiations

- Health District DSRIP Quality Measures (Projects)

Key Acronyms:

CMS – Center for Medicare and Medicaid Services (federal government)

CY – Calendar Year

DPP – Directed Payment Programs

DSRIP – Delivery System Reform Incentive Payment

DY – Demonstration Year (October 1 – September 30)

HHSC – Health and Human Services (state Medicaid agency)

RHP – Regional Healthcare Partnership

STATE OF TEXAS §
COUNTY OF NUECES §

**MUTUAL AID/INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF NUECES, TEXAS
AND
NUECES COUNTY HOSPITAL DISTRICT**

THIS Agreement is made on and entered into effective as of the _____ day of November, 2021, by and between **COUNTY OF NUECES, TEXAS**, hereinafter referred to as ("County"), and **NUECES COUNTY HOSPITAL DISTRICT** hereinafter referred to as ("Hospital District"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

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

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

WHEREAS, a civil emergency continues to exist in Texas and Nueces County related to the COVID-19 pandemic; and

WHEREAS, the COVID-19 pandemic and the Emergency nature of the incident has caused the County to seek the aid of the Hospital District with COVID-19 related matters for the residents of Nueces County; and

WHEREAS, the County requested financial assistance and contribution from the Hospital District in entering into an agreement with Accenture, L.L.P and Texas Health Institute to provide data to identify, operationalize and monitor key measures for community health equity and COVID-19 resilience within Nueces County.

WHEREAS, the County will reimburse the Hospital District for all financial assistance and contribution made by the Hospital District to Accenture LLP and Texas Health Institute for their services in providing data at identify, operationalize and monitor key measures for community health equity and Covid-19 resilience within Nueces County.

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

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

**SECTION I
PURPOSE OF AGREEMENT**

The purpose of the Agreement is for the Hospital District to provide financial assistance to the County by contracting with Accenture LLP and Texas Health Institute for services to identify,

operationalize and monitor key measures for community health equity and COVID-19 resilience within Nueces County.

**SECTION II
DUTIES OF THE COUNTY**

The County agrees to utilize the information derived by Accenture LLP and Texas Health Institute in its efforts to effectively address the COVID-19 pandemic, identify social determinants of health, and identify opportunities for health equity in the County.

The County agrees to promptly remit payment to Hospital District, upon receipt of an invoice(s) from Hospital District for funds remitted by Hospital District to Accenture LLP and Texas Health Institute for their services.

**SECTION III
DUTIES OF THE HOSPITAL DISTRICT**

The Hospital District agrees to pay Accenture LLP \$385,000 and Texas Health Institute \$118, 127 not to exceed \$503,127 for services in providing data to identify, operationalize and monitor key measures for community health equity and COVID-19 resilience within Nueces County.

Upon payment by the Hospital District to Accenture LLP and Texas Health Institute, Hospital District will invoice County for the funds remitted to Accenture LLP and Texas Health Institute for their services.

**SECTION IV.
NO WAIVER OF GOVERNMENTAL IMMUNITY**

The County and the Hospital District agree that nothing contained in this Agreement shall constitute a waiver of any sovereign governmental immunity available to either the County or the

Hospital District under Texas law, or the waiver of any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. Neither party shall incur any debts or obligations on the credit of the other party.

**SECTION V.
NO THIRD-PARTY BENEFICIARIES.**

No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

**SECTION VI.
VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

**SECTION VII
NOTICE**

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

To County:
County of Nueces
Attn: County Judge
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

To Hospital District:
Nueces County Hospital District
Attn: Administrator/CEO
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

**SECTION VIII
NONDISCRIMINATION**

The parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

**SECTION IX
COMPLIANCE**

Hospital District agrees to comply with all applicable Federal, State, Local, and County laws, rules, regulations, executive orders, policies, procedures, requirements and directives during the performance of this Agreement including the Required Contract Provisions identified in Exhibit "A" hereto attached and hereby incorporated.

**SECTION X
ENTIRE AGREEMENT**

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

**SECTION XI
SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**SECTION XII
DEFAULT/WAIVER/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

**SECTION XIII
APPROVAL**

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the Hospital District in the manner provided by law.

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

By: _____

By: _____

Name: Barbara Canales

Name: Jonny F. Hipp

Title: Nueces County Judge

Title: Administrator/CEO

Date: _____

Date: _____

ATTEST:

By: _____

Kara Sands
Nueces County Clerk

Exhibit "A"
Required Contract Provisions

Hospital District agrees to comply with all applicable Federal, State, Local, and County laws, rules, regulations, executive orders, policies, procedures, requirements, and directives, including, but not limited to, the following Required Contract Provisions:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Agreement, Hospital District agrees as follows:

1. Hospital District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Hospital District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Hospital District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Hospital District will, in all solicitations or advertisements for employees placed by or on behalf of Hospital District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Hospital District will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Hospital District's legal duty to furnish information.
4. Hospital District will send to each labor union or representative of workers with which Hospital District has a collective bargaining agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of Hospital District's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Hospital District will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Hospital District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Hospital District's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Hospital District may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Hospital District will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Hospital District will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Hospital District may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT

During the performance of this Agreement, Hospital District agrees as follows:

- a. All transactions regarding this Supplemental Agreement No 1 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COPELAND ANTI-KICKBACK ACT

During the performance of this Agreement , Hospital District agrees as follows:

1. Hospital District shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement .
2. Hospital District or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this Agreement, Hospital District agrees as follows:

1. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section Hospital District and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Hospital District or subcontractor, if any, under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Hospital District or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this Agreement , Hospital District agrees as follows:

1. Hospital District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Hospital District agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Hospital District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this Agreement, Hospital District agrees as follows:

1. Hospital District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Hospital District agrees to report each violation to County and understands and agrees that Nueces County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Hospital District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

During the performance of this Agreement, Hospital District agrees as follows:

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Hospital District is required to verify that none of Hospital District's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Hospital District must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by County. If it is later determined that Hospital District did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

BYRD ANTI-LOBBYING AMENDMENT (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))

During the performance of this Agreement, Hospital District agrees as follows:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

During the performance of this Agreement, Hospital District agrees as follows:

1. In the performance of this Agreement, Hospital District shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Hospital District also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ACCESS TO RECORDS

1. Hospital District agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Hospital District agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Hospital District agrees to provide the FEMA Administrator or U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 23 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

Hospital District shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement, Hospital District will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement .

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

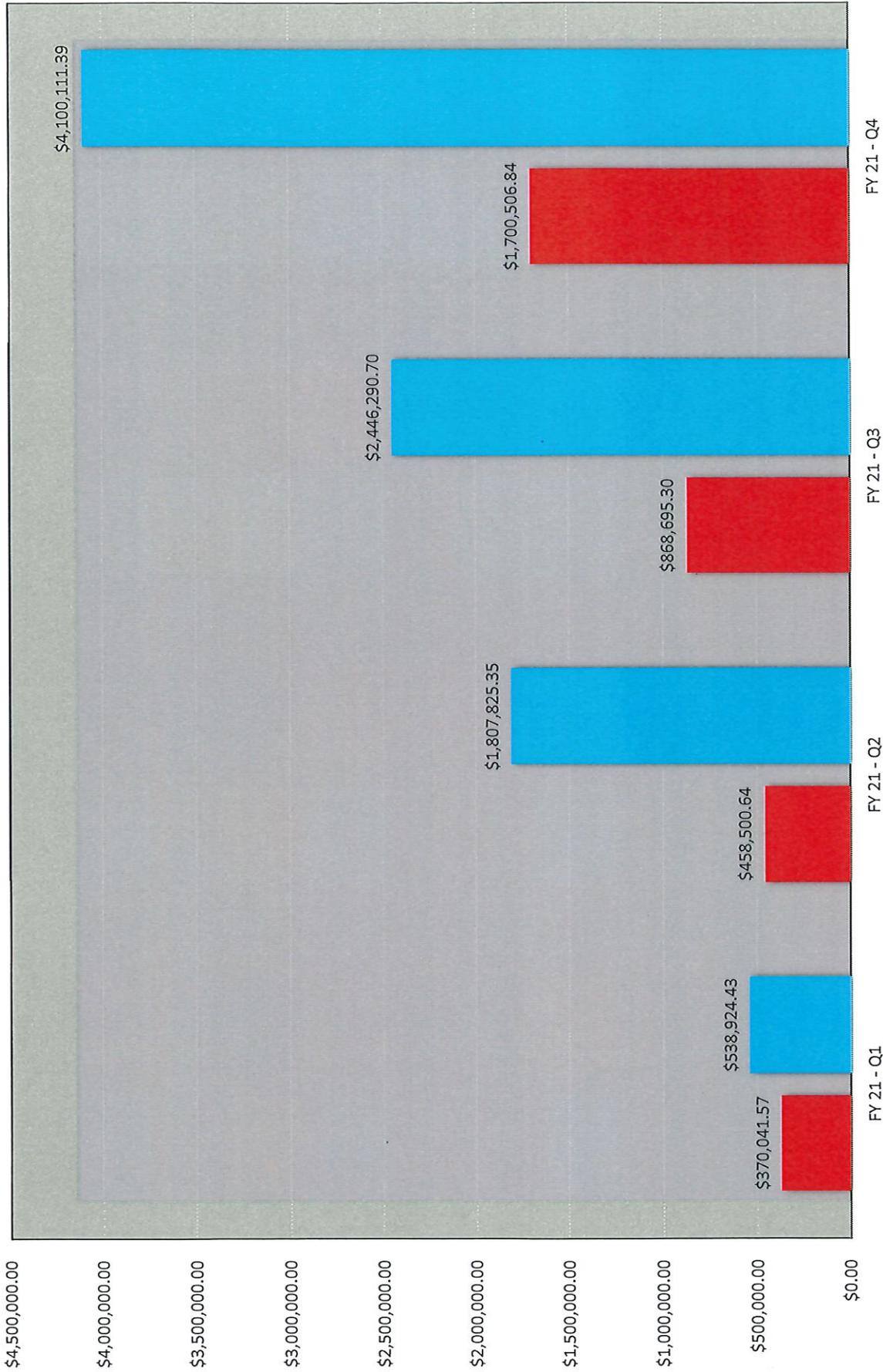
Hospital District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Jail Diversion		JBCR		CIT		Grand Total
Q1 FY2021		Q1 FY2021		Q1 FY2021		
Program Diversions	8	Program Enrollments	2	Persons Served	158	
		Program Restorations- 2 currently enrolled	2	Program Diversions (avoided arrest, hospital, etc)	66	
YTD Total County Savings from Diversions ^(A)	\$115,080	YTD Total County Savings on Restorations ^(A)	\$285,428	YTD Total County Savings on CIT ^(A)	\$508,458	\$908,966.00
YTD MHID Program Expenses ^(B)	\$83,579.24	YTD MHID Program Expenses ^(B)	\$53,750.38	YTD MHID Program Expenses ^(B)	\$176,664.08	\$313,993.70
Net Countywide Return on Program	\$31,501	Net Countywide Return on Program	\$231,678	Net Countywide Return on Program	\$331,794	\$594,972.30
Q2 FY2021		Q2 FY2021		Q2 FY2021		
Program Diversions	12	Program Enrollments	4	Persons Served	290	
		Program Restorations	3	Program Diversions	89	
YTD Total County estimated Savings from Diversions ^(A)	\$274,260	YTD Total County estimated Savings on Restorations ^(A)	\$569,623	YTD Total County estimated Savings on CIT ^(A)	\$1,425,443	\$2,266,325.99
YTD MHID Program Expenses ^(B)	\$122,110	YTD MHID Program Expenses ^(B)	\$90,943	YTD MHID Program Expenses ^(B)	\$245,448	\$458,500.64
Net Countywide Return on Program	\$149,150	Net Countywide Return on Program	\$478,680	Net Countywide Return on Program	\$1,179,995	\$1,807,825.35
Q3 FY2021		Q3 FY2021		Q3 FY2021		
Program Diversions	13	Program Enrollments	8	Persons Served	406	
		Program Restorations	4	Program Diversions	115	
YTD Total County Savings from Diversions ^(A)	\$279,891	YTD Total County Savings on Restorations ^(A)	\$709,460	YTD Total County Savings on CIT ^(A)	\$2,325,635	\$3,314,986.00
YTD MHID Program Expenses ^(B)	\$203,446	YTD MHID Program Expenses ^(B)	\$140,455	YTD MHID Program Expenses ^(B)	\$524,795	\$868,695.30
Net Countywide Return on Program	\$76,445	Net Countywide Return on Program	\$569,005	Net Countywide Return on Program	\$1,800,840	\$1,800,840.33
Cumulative Through Q4		Cumulative Through Q4		Cumulative Through Q4		
Program Diversions	23	Program Enrollments	10	Persons Served	668	
		Program Restorations	8	Program Diversions	310	
Total County Savings from Diversions ^(A)	\$526,080	Total County Savings on Restorations ^(A)	\$987,147	Total County Savings on CIT ^(A)	\$5,615,604	\$7,128,831.00
MHID Program Expenses ^(B)	\$294,471	MHID Program Expenses ^(B)	\$206,065	MHID Program Expenses ^(B)	\$827,678	\$1,328,212.77
Net Countywide Return on Program	\$231,609	Net Countywide Return on Program	\$781,082	Net Countywide Return on Program	\$4,787,926	\$5,800,618.23

^(A) Estimated savings to Nueces County Jail, CCPD and Hospitals as a result of diversions. Estimation calculations are based on best practice calculations.

^(B) Funded by Nueces County Hospital District.

MHID Community Collaborative



Agenda Item: 6.F.3

This version of the Interlocal is being final-reviewed by the parties, but the document is substantially complete. If any changes are made to this version, we will distribute the revised document to you as soon as it is available.

**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 NCHD fund certain mental health-related programs to be provided by or through 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 “Crisis Services” means a continuum of services that aim to de-escalate the crisis in a safe setting, relying on a client-centered approach that is respectful and provides the individual with supports to minimize the crisis.
- 1.2.5 “Agreement Sum” means the amount not to exceed One Million Nine Hundred Ninety Thousand Two Hundred and Fifty Dollars (\$1,990,250) paid under this Agreement by NCHD to NCMHID during the Agreement Term.
- 1.2.6 “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 excluding any costs for items related to capital building repairs and/or improvements.
- 1.2.7 “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.

- 1.2.8 “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.
- 1.2.9 “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.
- 1.2.10 “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.
- 1.2.11 “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.
- 1.2.12 “Participant” means an individual in contact with the justice or law enforcement systems that has consented to, is enrolled in and is receiving or has received one or more of the Services.
- 1.2.13 “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff’s department.
- 1.2.14 “Nueces County Department of Mental Health Programs” means Director of Mental Health Programs or any employee of the Nueces County Department of Mental Health Programs 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), jail staff to assist in provision of services in providing NCMHID access to Participant(s) located within the Nueces County Jail 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 Implementation of Cloud 9 Telehealth Platform – Pilot Program. The Nueces County Department of Mental Health Programs will be responsible for coordinating implementation of the program with NCMHID, Nueces County Sheriff’s Department, Nueces County District Attorney’s Office, Corpus Christi Police Department and other appropriate law enforcement departments that will utilize the Cloud 9 Telehealth Platform. The department will manage and distribute Cloud 9 licenses to users as necessary. In consultation with Cloud 9 representatives, The Nueces County Department of Mental Health Programs will have access to reports from data provided under this platform.
- 2.4 Data Usage to Measure Improvement of Crisis Programs. It is important for Nueces County to determine measures of success for the crisis system as a whole and for individual crisis programs. A quality improvement process is a healthy, non-punitive approach to openly discuss successes and shortcomings of any program. Data in section 3.4 of this agreement should be used for the following objectives:
- To establish baseline performance
 - To reduce use of ineffective solutions
 - To monitor change to ensure improvement over time
- 2.5 Goals. Develop goals (“County Goals”) to be achieved by NCMHID and County Collaborative partners, for each of the Services during the Agreement Term. The County Goals shall include both operational and outcome objectives for each Service.
- 2.6 CIT Officers. County will provide CIT Officers between the hours of 7:00 a.m. thru 11:00 p.m. daily to function with NCMHID as co-responders.
- 2.7 Monthly Reports. County will provide data in it’s possession pertaining to the activities of their CIT Officers related to this agreement as requested by NCMHID or NCHD.

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

NCMHID agrees as follows:

- 3.1 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 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 with the Corpus Christi Police Department, Nueces County Sherriff’s Department, Nueces County Courts, Nueces County District Attorney’s Office, City Detention Center, Municipal Courts, Cenikor Recovery Center and NCMHID.
- 3.2 Implementation of Cloud 9 Telehealth Platform – Pilot Program. With the Nueces County Director of Mental Health Programs, NCMHID will collaborate with Nueces County Sheriff’s Department, Nueces County District Attorney’s Office, Corpus Christi Police Department and other appropriate

law enforcement departments that will utilize the Cloud 9 Telehealth Platform. NCMHID will work with Cloud 9 representatives to provide information for populating Cloud 9 to allow for successful operation of program. NCMHID will be responsible for obtaining compatible devices (i.e. i-pads) for use with Cloud 9 along with garnering the network agreements with the service provider of their choice plus cost associated with NCMHID contracting with Cloud 9 to provide services, i.e. licenses etc for the program . NCMHID will be responsible for the distribution and management of the network accessible tablets to all collaborative users.

- 3.3 Jail-Based Competency Restoration Services. To provide Jail-Based Competency Restoration Services as defined herein utilizing all available resources to treat 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.
- 3.4 Progress Reports. To submit quarterly reports or other progress periods as requested to County, NCHD and Nueces County Department of Mental Health Programs describing NCMHID's progress toward accomplishment of the County Goals during the preceding quarter or other progress period as requested.

In addition, submit the reports to the Nueces County Department of Mental Health Programs Director and any party herein who requests the reports as follows:

Monthly Reports

- Number of referrals from NCMHID for MH/SA.
 - Number of referrals for MH/SA which are assigned to NCMHID CIT/CMOT or Crisis Hotline for Face-to-Face assessment.
 - Number of referrals from NCMHID for MH/SA who were placed on safety plan and given a clinic appointment.
 - Number of referrals from NCMHID for MH/SA who were placed on safety plan, given an appointment who returned for the appointment.
 - Number of referrals from NCMHID for MH/SA who were referred/placed on Emergency Detention Warrants (EDW) and admitted to Inpatient Psychiatric Appointment.
 - Number of referrals from NCMHID for MH/SA who were referred/placed on EDW and not admitted to Inpatient Treatment.
 - Number of admissions to MHID discharged from Inpatient Treatment within the last 7 days.
- 3.5 Service Utilization Information. To submit quarterly Program-specific information to County and NCHD on each NCHD funded Program's utilization of each Service during the preceding quarter.
- 3.6 Sustainable Funding. To undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future Services. Provide summaries of grant submissions along with commentary from reviewers on grants awarded and rejected to the Nueces County Department of Mental Health Programs and any party herein who requests this information.
- 3.7 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.

- 3.8 Expense Reimbursement Request Submission. Not later than the tenth (10th 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.
- 3.9 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
- 3.10 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").
- 3.11 Disputed Net NCMHID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCMHID 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.
- 3.12 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.
- 3.13 Cooperation. NCMHID agrees to fully consult, assist, and cooperate with any County and NCHD third-party consultants or employees 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 and/or employees. Further, NCMHID agrees to fully consult, assist, cooperate, and provide requested information to the Nueces County Department of Mental Health Programs for review of Services funded through this agreement.

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 (30th) 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 Disputed County Costs Invoice Amounts. Upon receipt of a County Payment Request, for a prior written approval of expense, 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, 2021 at 12:01 a.m. (the “Effective Date”) and end September 30, 2022 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

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

- 5.13 NCHD Maximum Annual Expenditure. NCHD shall not pay NCMHID more than the Agreement Sum for NCMHID’s provision of the Services under Section 1.2.5 of 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 non-tax source funds.
- 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 approved by 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 mutual agreement of all parties and approved by the respective governing body of each of the parties at a publicly noticed meeting and signed by the duly authorized representative of the governing body of each party.
- 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: _____

ATTEST:

Kara Sands
County Clerk

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: _____



BARBARA CANALES
COUNTY JUDGE

November 10, 2021

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

Mr. Daniel Dain
3746 Castle River Drive
Corpus Christi, Texas 78410

Mr. Dain:

On Wednesday, November 3, 2021, the Nueces County Commissioners Court re-appointed you to the Nueces County Hospital District Board of Managers to a three-year term that will expire on September 30, 2024.

On behalf of the entire Nueces County Commissioners Court, let me offer our sincere appreciation for the contributions you have made as a member of the Board.

Please contact Jonny Hipp, Administrator/CEO at 361-808-3316 if you have any questions concerning the dates, locations or subject matter of meetings.

Best wishes,

Barbara Canales,
Nueces County Judge

BC.tcc

cc: Jonny Hipp



BARBARA CANALES
COUNTY JUDGE

November 10, 2021

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

Mr. John E. Valls
7606 Sauve Terre
Corpus Christi, Texas 78414

Mr. Valls:

On Wednesday, November 3, 2021, the Nueces County Commissioners Court re-appointed you to the Nueces County Hospital District Board of Managers to a three-year term that will expire on September 30, 2024.

On behalf of the entire Nueces County Commissioners Court, let me offer our sincere appreciation for the contributions you have made as a member of the Board.

Please contact Jonny Hipp, Administrator/CEO at 361-808-3316 if you have any questions concerning the dates, locations or subject matter of meetings.

Best wishes,

A handwritten signature in cursive script, appearing to read "B. Canales".

Barbara Canales,
Nueces County Judge

BC.tcc

cc: Jonny Hipp

Nueces County Hospital District

Board of Managers Bylaws



Revised: January 22, 2008



555 North Carancahua Street, Suite 950 • Corpus Christi, Texas 78478-0002 • 361-808-3300

NUECES COUNTY HOSPITAL DISTRICT

**BOARD OF MANAGERS
BYLAWS**

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PREAMBLE-AMENDMENT #1

The Nueces County Hospital District (NCHD) is established, governed and operated pursuant to Article 9, Section 4 of the *Texas Constitution* and Chapter 281 of the *Texas Health & Safety Code*, and other applicable laws of the State of Texas. These Bylaws incorporate policies and procedures consistent with the law, and the mission and vision of NCHD.

The NCHD Board of Managers shall take full responsibility for NCHD policy, procedures, and operations, seeking advice from the Nueces County Commissioners' Court, the NCHD Advisory Committees, the Nueces County taxpayers, the community, and other resources as they may deem appropriate, for carrying out their constitutional and statutory duties to manage, control and administer NCHD.

On this the 22nd day of **January, 2008**, the Board of Managers hereby adopted **Amendment #1** to these Bylaws to provide an additional framework for the government and operations of the Nueces County Hospital District.

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

ARTICLE 1: DEFINITIONS

- A. **“Administrator”** means the individual appointed by the Board of Managers to act on its behalf in the management of the NCHD.
- B. **“Board of Managers”** means the seven member governing body of the NCHD.
- C. **“Calendar year”** means the period January 1 to December 31.
- D. **“Commissioners Court”** means the elected officials of Nueces County whose responsibilities included appointing the Board of Managers, setting the NCHD tax rate and final approval on the NCHD budget.
- E. **“Ex-officio”** means a members of a committee who has no voting privilege and is not counted in determining if a quorum is present.
- F. **“Fiscal year”** means the period from October 1 to September 30.
- G. **“Member”** means member of the NCHD Board of Managers.
- H. **“NCHD meetings”** means any and all, including regularly scheduled board and committee meetings and any special or emergency board or committee meetings.
- I. **“Quorum”** means a majority of the respective NCHD Board or Committee members.
- J. **“Regularly scheduled board meeting”** means the NCHD board meeting held on the first Tuesday of each month of the calendar year, or as otherwise designated by the Board of Managers.
- K. **“Special Committee”** means any committee appointed by the NCHD Chairperson, except the Quality Management, Finance and Planning Committees.

ARTICLE 2: OPERATIONS

2.1 Board of Managers

- A. Appointment, Resignation, Removal
 - 1. Seven members of the Board of Managers are appointed by the Nueces County Commissioners Court and serve staggered three-year terms, with as nearly as possible to one-third of the members’ terms expiring each year.

2. Resignations must be submitted in writing, tendered to the Nueces County Judge on behalf of the Nueces County Commissioners Court, and the Chairman of the NCHD, and state the effective date of resignation.

3. Removal of member of the Board of Managers:

A member may be removed from office pursuant to the mandates of Article V, Section 24 of the *Texas Constitution*, and Chapter 87, *et seq.*, of the *Texas Local Government Code*, as amended, and other causes defined by law, including but not limited to:

- (a) Bribery and corrupt influences (*Texas Penal Code*, Section 36, *et seq.*);
- (b) Abuse of official capacity (*Texas Penal Code*, Section 39, *et seq.*); or,
- (c) Nepotism (*Texas Government Code*, Chapter 573 *et seq.*)

B. Conflicts of Interest

1. A member shall follow the conflicts of interest law as provided in *Texas Local Government Code*, Chapters 171, 176, and 131 *et seq.*, as amended.

- (a) Beginning January 2 of each year, each member of the Board of Managers shall review employment, business, and banking relationships and shall complete a “Conflict of Interest Disclosure Form” (Exhibit 1 attached) for the Nueces County Hospital District and the Nueces County Commissioners Court and Affidavits of: “Ownership of Substantial Interest in Business Entity”, (Exhibit 2 attached) “Of Bank Officer or Director”, (Exhibit 3 attached) and “Of Owning or Having a Beneficial Interest in a Bank” (Exhibit 4 attached) for the Nueces County Hospital District. Such forms and affidavits are required to be supplemented if new banking, employment, business relationship(s), real property acquisition, or gifts involving a substantial interest are received after completion.
- (b) If the Board Member has notice that a governmental body is seeking to acquire property in which the Board Member has an interest, the Board Member must complete and file an “Affidavit of Public Servant-Ownership of Legal or Equitable Interest in Property” (Exhibit 5 attached) with the county clerk or the county of residence of the Board Member and the county clerk of each county in which the property is located, if different. [Chapter 553 of the *Texas Government Code*] (Exhibit 11 attached)

- (c) Each member of the Board of Managers shall ensure that the nature and extent of any interest of more than 10% of his/her or his/her parent's, child's or spouse's gross income for the previous year or 10% of the stock or the fair market value (or \$15,000 or more) of a business entity that has work, business or a contract with the Hospital District is disclosed in an affidavit (Exhibit 2 form attached) stating the nature and extent of the interest before a vote or decision on any matter involving the business entity. This also includes an interest in real property having a fair market value of \$2500 or more. The member shall abstain from further participation if the action will have a special economic effect on the business entity different from the effect on the public. A business entity means: sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law. [Chapter 171 of the Texas Local Government Code] (Exhibit 9)
- (d) Each member of the Board of Managers shall file a conflicts disclosure statement (Exhibit 6 Form CIS attached) if he/she or his/her parent, child or spouse has an employment or other business relationship that results in taxable income or have been given a gift of more than \$250 in the preceding 12-month period by a person who has executed a contract with or is considering entering into a contract with NCHD. Taxable income does not include investment income, which is defined as dividends, capital gains, or interest income generated from:
1. a personal or business checking or savings account; share draft or share account; or other similar account;
 2. a personal or business investment; or
 3. a personal or business loan.
- [Chapter 176 of the Local Government Code] (Exhibit 10)
- (e) Each member of the Board of Managers who is an officer or director or owns or has a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of a bank applying to become a depository for the funds of the Hospital District, shall give particulars of the interest in affidavits (Exhibits 3 and 4) described in (a) above and shall abstain from voting or taking part in the proceedings to choose a bank depository. [Chapter 131 of the Texas Local Government Code] (Exhibit 8)
- (f) All conflicts disclosure forms and affidavits, except the "Affidavit of Public Servant-Ownership of Legal or Equitable Interest in Property" (which must be filed with the county clerk), must be filed with the

NCHD Records Administrator, who has been designated as the NCHD Administrator or his designee.

C. Indemnity

Members of the Board of Managers shall be indemnified and held harmless to the full extent permitted by Texas and United States law at NCHD's sole expense, and such indemnification may be extended, at the discretion of the Board of Managers or as required by law, to NCHD employees and agents, from and against all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries or damages, received or sustained by any person or persons or property, arising out of, or occasioned by the acts and/or omissions of the officers and members (and at the discretion of the Board or as required by law, employees and/or agents of NCHD) when performing their public duties as members (and/or employees or agents) of the NCHD Board of Managers and within the course and scope of such duties.

D. Scope of Board and/or Member Authority

- 1, The Board of Managers and/or individual Board Members have no authority to act on behalf of NCHD, unless said authority is designated by the Board after concurrence by a majority vote of a quorum.
2. The Board of Managers shall:
 - (a) Act as trustee for public health care funds and related public health care services in Nueces County; and
 - (b) Determine the need for and establish all general policies to be implemented in the operation of the NCHD.

E. Public Statements

Because each Board Member is but one-seventh of the Board of Managers, no member is authorized to speak for the Board of Managers; however, policy and statements of official positions of the Board of Managers can be made only after concurrence by a majority vote of a quorum, and shall be issued by the Chairman and, at the direction of the Board, the Administrator. Alternatively, a board member may issue a public statement on behalf of NCHD only after the concurrence by a majority vote of a quorum.

2.2 Officers

A. Election of Officers

1. The Chairman and Vice-Chairman shall be elected by a majority of a quorum for a one-year term at the regularly scheduled September board meeting, and take office at the start of the fiscal year in October.
2. Nominations for officers will be accepted from board members.

B. Scope of Authority as Officer

1. The authority of officers is limited to that provided by law, these Bylaws or by the Board of Managers after concurrence by the majority vote a quorum;
2. The Chairman shall:
 - (a) Preside at all meetings of the Board;
 - (b) Establish a yearly schedule of meetings of the Board following the election of NCHD officers;
 - (c) Set the agenda for meetings taking into consideration agenda items requested by Board members;
 - (d) Appoint, from among the Board members, all Board committees and designate the chairman of each;
 - (e) Perform such other duties and functions as may from time to time be required by the Board.
3. The Vice-Chairman shall in the absence of the Chairman assume all the responsibilities, authority, and limitations of the Chairman, as mandated by these Bylaws.

2.3 Administrator/Administration - Exhibit 7

- A. The Administrator acts as NCHD Secretary and an ex-officio member of all NCHD committees.
- B. Conflicts of Interest

The Administrator must comply with the Conflict of Interest requirements as provided by *Texas Local Government Code*, Chapter 171 (Exhibit 9) and 176 (Exhibit 10) et seq., as amended. The requirements and procedure for the

Administrator to file are included in Policy No. 103.3, Conflicts of Interest, of the NCHD Policies and Procedures.

1. Beginning January 2 of each year, the Administrator shall review the conflicts disclosure statements filed with the NCHD Records Administrator or his designee and request the filing of new statements by Board Members, if applicable.

C. Scope of Authority

The scope of authority of the Administrator/Administration is limited to responsibility for day-to-day operations of NCHD based on policies established by the Board of Managers, and that provided law, these Bylaws or the Board of Managers after concurrence by the majority vote of a quorum.

2.4 Investment Officer: Duties and Responsibilities

The NCHD Investment Officer(s) shall be designated by the Board of Managers in concurrence with Public Funds Investment Act, and serve as an ex-officio member of the Finance Committee.

2.5 Committees: Standing and Special

- A. The NCHD shall have standing committees and, as needed, special committees. Committees, whether standing or special, shall consist of NCHD board members and one Chairman appointed by the NCHD Chairman. The standing committees of the NCHD are the Quality Management Committee, the Finance Committee, and the Planning Committee.
- B. Special or ad-hoc committees shall be appointed only as needed and after concurrence by the majority vote of a quorum. Special committees will be limited in scope of duties and time assignment by the NCHD Board.
- C. Chairmen and members of standing committees shall be appointed and take office during the first regular meeting of the Board following the election of NCHD officers, and thereafter, new appointments shall be promptly made when vacancies arise.
- D. Committees shall act only as provided by law, these Bylaws or as instructed by the Board with respect to specific matters.
- E. At a committee meeting, a majority of voting committee members shall constitute a quorum.
- F. Each meeting shall have an agenda published by the committee chair, but any

committee member may place an item on the agenda. The minutes of each meeting shall be submitted to the Board.

- G. Unless otherwise specified, committees shall meet on an as-needed basis and at the direction of the Committee Chairman or the NCHD Chairman.

2.6 Special Appointments

On an as-needed basis, certified public accounting firms and special legal counsel may be appointed by the NCHD Board. Special legal counsel shall work in conjunction with the Nueces County Attorney's office.

ARTICLE 3: MEETINGS AND RECORDS

3.1 Meetings:

NCHD shall follow the *Texas Open Meetings Acts, Texas Government Code, Chapter 551 et seq.*, as amended. *Roberts Rules of Order* shall govern the conduct of all NCHD meetings, except and unless contravened by these Bylaws or Texas state or federal law.

A. Scheduling and Presiding over Meetings

The Chairman shall schedule and preside over all meetings. In the event of the absence of the Chairman, the Vice-Chairman shall preside over the meeting(s). In the event of the absence of the Chairman and Vice-Chairman, the Secretary shall preside over the meeting for the purpose of calling the meeting to order; then the board shall immediately nominate a chairman pro tem to preside during that meeting. Special or emergency meetings may be scheduled by the Chairman, the Vice-Chairman, or any two members of the Board.

B. Agenda

The Chairman and the Administrator will submit the agenda for publication and posting; but any board member may place an item on the agenda. All agenda items must be submitted one week prior to the date of the board meeting, except for emergency meetings. Agenda items for emergency meetings must be submitted prior to posting.

C. Public Comments

Any Nueces County citizen who wishes to discuss or comment on agenda items must so indicate in writing prior to the beginning of the meeting. Such presentation is limited to three minutes and must be appropriate to the agenda topic. The NCHD Board reserves the right to limit the number of such presentations at all meetings.

D. Executive/Closed Session

The NCHD Board may enter into “Executive” or “Closed” Session at any meeting, in accordance with the *Texas Open Meetings Act*.

3.2 Records

A. Minutes and Other Meeting Documents

1. Minutes, and the documents of meetings, shall suitably document events, including but not limited to, conclusions, recommendations, action, an follow-up evaluation. Minutes shall be signed by the presiding officer and attested by the Secretary.
2. The minutes and tape recordings of the open portions of all meetings are public records and shall be kept and made available on request, in accordance with the *Public Information Act*.

ARTICLE 4: MISCELLANEOUS

4.1 Amendment/Alteration/Suspension of Bylaws

If any provision(s) of these Bylaws is now or hereinafter in conflict with any federal or Texas law, said law shall take precedence over these Bylaws. These Bylaws include an incorporate, and are subject to, any and all laws, and amendments, additions or deletions thereto, and as said amendments, additions or deletions arise, of the State of Texas and the United States of America.



**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
BYLAWS**

APPENDIX

- Exhibit 1** Conflict of Interest Disclosure of Nueces County Hospital District
- Exhibit 2** Affidavit of Ownership of Substantial Interest in Business Entity
- Exhibit 3** Affidavit of Bank Officer or Director
- Exhibit 4** Affidavit of Owning or Having a Beneficial Interest in a Bank
- Exhibit 5** Affidavit of Public-Ownership of Legal or Equitable Interest in Property
- Exhibit 6** Local Government Officer Conflicts Disclosure Statement (Form CIS)
- Exhibit 7** Sections 2.1 B. & 2.3 B., BOM BYLAWS Conflicts of Interest
- Exhibit 8** Texas Local Government Code Chapter 131
- Exhibit 9** Texas Local Government Code Chapter 171
- Exhibit 10** Texas Local Government Code Chapter 176
- Exhibit 11** Texas Local Government Code Chapter 553
- Exhibit 12** Nueces County Hospital District Vendor Information List

NUECES COUNTY HOSPITAL DISTRICT
Board of Managers
Meeting Schedule
Calendar Year 2022

Meeting Dates & Times:

- Tuesday, January 18, 2022, 10:00 AM
- Tuesday, February 15, 2022, 10:00 AM
- Tuesday, March 15, 2022, 10:00 AM
- Tuesday, April 19, 2022, 10:00 AM
- Tuesday, May 17, 2022, 10:00 AM
- Tuesday, June 21, 2022, 10:00 AM
- Tuesday, July 19, 2022, 10:00 AM
- Tuesday, August 16, 2022, 10:00 AM – Adopt Annual Budget
- Tuesday, September 20, 2022, 10:00 AM – Elect Officers & Appoint Committees
- Tuesday, October 18, 2022, 10:00 AM
- Tuesday, November 15, 2022, 10:00 AM
- Tuesday, December 20, 2022, 10:00 AM

TEXAS SUBDIVISION ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions resolves opioid-related Claims against Janssen under the terms and conditions set forth in the Janssen Texas State-Wide Opioid Settlement Agreement between Janssen, the State of Texas, and the Counties of Dallas and Bexar (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Janssen and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Janssen or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Janssen and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Janssen or a Released Entity concurrently with the execution of this form. By executing this Election and Release

Form, the Participating Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement.

Dated: 11/08/2021

NUECES COUNTY HOSPITAL DISTRICT

By: Jonny F. Hipp

(by Authority of the Board of Managers)

Jonny F. Hipp, ScD, FACHE

Board of Managers Secretary

Administrator/Chief Executive Officer

Nueces County Hospital District

555 N. Carancahua Street, Suite 950

Corpus Christi, Texas 78401