

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, January 25, 2022 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.

7

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

4. PUBLIC COMMENT - Persons 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 November 16, 2021; and 16
- 2. Special Meeting of December 8, 2021. 28

B. Receive annual listing of vendors as of January 20, 2022; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 33

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 and Fiscal Year 2022 year-to-date: 39

- 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 41

Membership Agreement for fiscal year-to-date period-ended December 31, 2021. (<i>Finance Committee</i>)	
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. (<i>Finance Committee</i>)	42
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 months-ended November 30, 2021 and December 31, 2021. (<i>Finance Committee</i>)	43
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. (<i>Finance Committee</i>)	51
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):	52
1. <u>Directed Payment Programs</u> - 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. <u>Supplemental Payment Programs</u> - 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. <u>Phase-Out Programs</u> :	
a. Delivery System Reform Incentive Payment (DSRIP) pool. (<i>Finance Committee</i>)	

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 Annual Financial Report from Collier, Johnson, & Woods, P.C., Certified Public Accountants on Nueces County Hospital District's governmental activities financial statements, major funds, and aggregate remaining funds for fiscal year ended September 30, 2021. (ACTION) | 53 |
| 2. Receive and approve unaudited financial statements for the months and fiscal year-to-date periods ended October 31, 2021, November 30, 2021, and December 31, 2021. (ACTION) | 109 |
| 3. Receive Quarterly Investment Report for fiscal quarter-ended December 31, 2021. (INFORMATION) | 130 |
| 4. Receive reports relating to Nueces Aid Program enrollment for the month-ended December 31, 2021: | |
| a. Total Persons and Households Enrolled; | 137 |
| b. Enrollment Summary; | 138 |
| c. Denials; | 140 |
| d. Application Processing Summary; and | 141 |
| e. Enrollment by Zip Code. (INFORMATION) | 143 |

B. COVID-19 Pandemic:

- | | |
|--|-----|
| 1. Ratify Interlocal Purchasing Agreement between Nueces County and Nueces County Hospital District enabling the Hospital District to use and rely on the County's procurement of and award for Disaster Recovery Management under County RFP No. 3141-20 including use of and reliance on all responsive proposals received under the RFP. (ACTION) | 145 |
| 2. Discuss and consider action relating to Professional Services Contract between Nueces County Hospital District and Hagerty Consulting, Inc. for disaster recovery administrative services for the term February 1, 2022 - January 31, 2024 with three one-year renewal options and authorize Administrator to execute Contract and related documents. (ACTION) | 149 |
| 3. Discuss and consider action relating to December 6, 2021 payment request from Texas Health Institute concerning its dissemination and release of "Advancing Health Equity in Nueces County - Amid and | 178 |

Beyond the COVID-19 Pandemic" Report during the period May - July 2021. **(ACTION)**

C. Community Mental Health Initiatives:

1. Ratify Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District; Agreement relates to the provision of Jail Diversion, Crisis Intervention, and Jail-Based Competency Restoration Services for the period October 1, 2021 - September 30, 2022. **(ACTION)** 195
2. Ratify Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District; Agreement relates to the provision of Forensic Assertive Community Treatment Program Services for the period October 1, 2021 - September 30, 2022. **(ACTION)** 207
3. Ratify Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District; Agreement relates to the provision of Walk-In Crisis Clinic Services for the period October 1, 2021 - September 30, 2022. **(ACTION)** 216
4. Receive and discuss information presented by Nueces County's Director of Mental Health Programs on Hospital District-funded and other mental health programs. **(INFORMATION)**

D. Medicaid 1115 Waiver:

1. Receive information on Texas Health and Human Services Commission's pause of one-year extension of Delivery System Reform Incentive Payment (DSRIP) program. **(INFORMATION)** 224

E. Board of Managers Business:

1. Confirm Board of Managers' Committee Chairs and members for the term October 1, 2021 - September 30, 2022. **(ACTION)** 226
2. Receive 2022 Board of Managers meeting schedule; meetings scheduled on fourth Tuesday of each month. **(INFORMATION)** 227

7. ADMINISTRATOR'S BRIEFING:

- A. Applications for consideration of appointment to CHRISTUS Spohn Health System Corporation's Board of Directors for three-year term commencing January 1, 2022 and ending December 31, 2024. 228

(INFORMATION)

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

1. Finance Committee: February 22, 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: February 22, 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 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.

B. Consult with attorneys on matters relating to December 6, 2021 payment request from Texas Health Institute.

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: 20220120000092

Date: 01/20/2022

Time: 11:38AM

By: Lisa C

Station: CLERK03

Status: ORIGINAL 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	2022000047	8	\$.00	
				Order Total	(1)	\$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 OF MANAGERS

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-12-2022-2022000047

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2022000047

Public Notice

PUBLIC NOTICES

Recorded On: January 20, 2022 11:38 AM

Number of Pages: 8

" 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: 2022000047
Receipt Number: 20220120000092
Recorded Date/Time: January 20, 2022 11:38 AM
User: Lisa C
Station: CLERK03

Record and Return To:

HOSPITAL DISTRICT BOARD OF MANAGERS

RECEIVED

JAN 20 2022

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, January 25, 2022 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=T2RVWFBoZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
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- ___ 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.

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2. Receive and approve unaudited financial statements for the months and fiscal year-to-date periods ended October 31, 2021, November 30, 2021, and December 31, 2021. *(ACTION)*
3. Receive Quarterly Investment Report for fiscal quarter-ended December 31, 2021. *(INFORMATION)*
4. Receive reports relating to Nueces Aid Program enrollment for the month-ended December 31, 2021:
 - a. Total Persons and Households Enrolled;
 - b. Enrollment Summary;
 - c. Denials;
 - d. Application Processing Summary; and
 - e. Enrollment by Zip Code. *(INFORMATION)*

B. COVID-19 Pandemic:

1. Ratify Interlocal Purchasing Agreement between Nueces County and Nueces County Hospital District enabling the Hospital District to use and rely on the County's procurement of and award for Disaster Recovery Management under County RFP No. 3141-20 including use of and reliance on all responsive proposals received under the RFP. *(ACTION)*
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D. Medicaid 1115 Waiver:

1. Receive information on Texas Health and Human Services Commission's pause of one-year extension of Delivery System Reform Incentive Payment (DSRIP) program. (*INFORMATION*)

E. Board of Managers Business:

1. Confirm Board of Managers' Committee Chairs and members for the term October 1, 2021 - September 30, 2022. (*ACTION*)

2. Receive 2022 Board of Managers meeting schedule; meetings scheduled on fourth Tuesday of each month. (*INFORMATION*)

7. ADMINISTRATOR'S BRIEFING:

A. Applications for consideration of appointment to CHRISTUS Spohn Health System Corporation's Board of Directors for three-year term commencing January 1, 2022 and ending December 31, 2024. (*INFORMATION*)

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78401. *(INFORMATION)*

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

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

11. **ADJOURN**

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
NOVEMBER 16, 2021**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Tuesday, November 16, 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
Andrea Kovarik	MHID – via Zoom
Jenny Dorsey	Nueces County Attorney – via Zoom
Katelyn Papura	Consultant – via Zoom
Maggie Turner	Asst to Judge Canales – via Zoom
Linda Wertz	President of The Wertz Group LLC – via Zoom
Joe A. Gonzalez	County Commissioner – via Zoom
Adam Robison	Attorney – 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.
- John E. Valls, M.B.A.

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
NOVEMBER 16, 2021**

 Y__ Mariana Garza, J.D.

 Y__ 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 10:30 a.m.

B. Establish quorum – Mr. Dain
A quorum was present with seven members in attendance.

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

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.

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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
2. Special Meeting of October 26, 2021.

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);
2. Corpus Christi Medical Center; and
3. Driscoll Children's Hospital.

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 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);

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- 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*)

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 statement for month-ended October 31, 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);

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- 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.**

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:

**Mr. Valls left the meeting at 10:35 a.m. but not before
addressing Item G. (2) a., b., & c.**

A. Finance Committee:

- 1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended September 30, 2021. (***ACTION***)

**Motion by Dr. Reddy and seconded by Ms. Oliver
MOTION CARRIED.**

- 2. Receive reports relating to Nueces Aid Program enrollment for the month-ended October 31, 2021:
 - 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*)

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

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*)

Table by Board Members to discuss this Item in Close session.

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*)

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*)

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

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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)*

Dr. Gonzales presented over item F.1.

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)*.

Andrea Kovarik from MHID presented over item F. 2.

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)*

**Motion by Dr. Reddy and seconded by Ms. Garza.
MOTION CARRIED.**

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)*

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)*

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Motion by Mr. Valls that Mr. Dain continues as Chairman and Ms. Oliver as Vice-Chairman, both accepted and seconded by Dr. Reddy. MOTION CARRIED.

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*)

As per Mr. Dain, Chairman of the Board designated that Committees remain the same with the same person appointed as Chairmen. Motion by Mr. Valls and seconded by Ms. Oliver. MOTION CARRIED.

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*)

Motion by Mr. Valls that CEO, Jonny F. Hipp remain appointee/designated to issue public statements relating to policy and official statements of the Board pursuant to Board of Managers Bylaws. Seconded by Dr. Reddy. MOTION CARRIED.

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*)

Committee decided to schedule meetings on the 4th Tuesday of the month and remaining with the same hours, for the exception of the months of October and November. Motion by Ms. Oliver and seconded by Mr. Guerrero. MOTION CARRIED.

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

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

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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 Pharmacauals, Inc., and Janssen Pharmaceutica, Inc.). (***ACTION***)

Motion by Ms. Garza and seconded by Ms. Flores, that document was ratified and executed by Mr. Hipp. Seconded by Ms. Flores. MOTION CARRIED.

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***)

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NOVEMBER 16, 2021**

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.

Mr. Dain called for Close Session at 11:37 a.m.

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

Mr. Dain called for Open Session at 12:15 p.m.

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

**Action was taken on Item 6. (C.) which was previously tabled to be discussed during close session. Item was passed and motion by Ms. Oliver and seconded by Ms. Flores.
MOTION CARRIED.**

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REGULAR MEETING
NOVEMBER 16, 2021**

11. ADJOURN

Motion to adjourn by Mr. Dain. Motion by Ms. Garza and seconded by Dr. Reddy. Meeting adjourned at 12:18 p.m.

**MINUTES
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REGULAR MEETING
NOVEMBER 16, 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

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
SPECIAL MEETING
DECEMBER 8, 2021**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Wednesday, December 8, 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
Mary Esther Guerra	Assistant County Attorney
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Simon Purnell	Griffin, Purnell, LLC
Richard Schechter	Attorney – 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.

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

A. Call to order – Mr. Daniel W. Dain, Chairman
The meeting was called to order by Mr. Dain at 10:13 a.m.

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SPECIAL MEETING
DECEMBER 8, 2021**

- 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
Belinda Flores, RN, Member – PRESENT
Vishnu V. Reddy, M.D., Member – PRESENT
John E. Valls, M.B.A., Member – PRESENT
Mariana Garza, J.D., Member – PRESENT
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.

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

A. Discuss and consider approval of an agreement with drug distributors McKesson Corporation, Cardinal Health, and AmerisourceBergen to resolve legal claims for their roles in the opioid addiction epidemic in Nueces County and consider related matters. **(ACTION)**

**MINUTES
BOARD OF MANAGER
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**Motion to Not Approve the proposed agreement with drug Distributors McKesson Corporation, Cardinal Health, and AmerisourceBergen to resolve legal claims for their roles in the opioid addiction epidemic in Nueces County by Mr. Valls and seconded by Ms. Oliver.
MOTION CARRIED.**

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

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

Mr. Dain called for Close Session at 10:15 a.m.

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

Mr. Dain called for Open Session at 10:42 a.m.

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

Action taken on Item 5. A.

**MINUTES
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SPECIAL MEETING
DECEMBER 8, 2021**

9. ADJOURN

**Motion to adjourn by Mr. Dain. Motion by Ms. Flores
and seconded by Mr. Valls. Meeting adjourned at 10:44 a.m.**

**MINUTES
BOARD OF MANAGER
SPECIAL MEETING
DECEMBER 8, 2021**

PRESIDING OFFICERS:

Daniel W. Dain, Chairman

ATTEST:

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

ABSENT
Wm Dewitt Alsup General Counsel
Nueces County Hospital District

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

Vendor Name	Vendor ID	Address	City	State	ZIP
A & B Plastics and Fabrication	2013	4917 Gemini St.	Corpus Christi	Texas	78405
A&W Office Supply	1001	222 South Staples	Corpus Christi	TX	78401
ABC Office	1426	1142 W. Flint Meadow Drive	Kaysville	UT	84037
Abel's Paving & Construction Inc.	2008	1442 Cliff Maus Drive	Corpus Christi	TX	78405
Abila	1553	Dept 3303 P O Box 123303	Dallas	TX	75312-3303
	1900	P O Box 935021	Atlanta	GA	31193-5021
Accenture, LLP	2036	161 N. Clark Street	Chicago	IL	60601-3206
Accuity Inc.	2022	P O Box 9519	New York	NY	10087-4519
Accutronics, Inc.	1464	84 N.E. Loop 410, Suite 126	San Antonio	TX	78216
Acevedo, Felix	1833	5506 Oso Parkway	Corpus Christi	TX	78413
AFLAC	1488	Attn: Remittance Processing Services 1932 Wynnton Road	Columbus	GA	31999-0001
Alaniz, Aaron	1970	7826 Van Zandt	Corpus Christi	TX	78413
Alsop, William Dewitt	Alsop, Dewitt	555 N. Carancahua, Suite 201	Corpus Christi	TX	78401
Altex Electronics	1386	11342 IH35 North	San Antonio	TX	78233
American Association of Notaries	1668	P O Box 630601	Houston	TX	77263
American Hospital Directory	1641	Attn: Renewal 166 Thierman Lane	Louisville	KY	40207
American Society of Anesthesiologists	1461	Finance Department 1061 American Lane	Schaumburg	IL	60173-4973
Amistad Community Health Center	2054	Attn: Chief Executive Officer 1533 S. Brownlee Blvd	Corpus Christi	TX	78404-3131
Armor Correctional Health Services, Inc.	2035	4960 SW 72nd Ave, Suite 400	Miami	FL	33155
Armstrong, Jordan	1993	5540 Oso Parkway, #3	Corpus Christi	TX	78413
Ascentis Corporation	1989	DEPT CH 10753	Palatine	IL	60055-0753
Balaran, Manjunath MD	2047	33 Hewitt Drive	Corpus Christi	TX	78404
Bay Area Psychiatry Services	2063	33 Hewitt Drive	Corpus Christi	TX	78404
Bea Garza	1660	Bea's Catering Service 5222 Bromley Ct	Corpus Christi	TX	78413
Bee County Clerk	1986	105 W. Corpus Christi Room #103	Beeville	TX	78102
Behealthle Consulting, LLC	1996	17934 Resort View	San Antonio	TX	78255
Benavides, Christopher	2057	3842 Tiger Lane	Corpus Christi	TX	78415
Best Choice Restaurants, LLC	2030	C/O McAlister's Deli 5801Saratoga Blvd, Bldg A	Corpus Christi	TX	78414
BIC - Union Standard Insurance Group	1702	P O Box 639814	Cincinnati	OH	45263-9814
Bickerstaff Heath Delgado Acosta LLP	1306	3711 S. Mo-Pac Expy Building One, Suite 300	Austin	TX	78746-8023
Branscomb, PC	1567	802 N. Carancahua, Suite 1900	Corpus Christi	TX	78401-0036
Brooks Tire Inc.	1937	1302 Leopard Street	Corpus Christi	TX	78401
Caffey, Matthew	1905	2209 Abeto Drive	Corpus Christi	TX	78414
Caldwell Country Ford	2005	P.O. Box 72	Rockdale	TX	76567
Cameron County Juvenile Department	1929	P O Box 1690	San Benito	TX	78586
Campos, Francisco	1953	7546 Ranch View Drive	Corpus Christi	TX	78414
CCSW, Inc.	1016	P O Box 2189	Corpus Christi	TX	78403
CenturyLink	1644	P O Box 4300	Carol Stream	IL	60197-4300
Chapa, Angelica	1991	6702 Everhart Road, T-105	Corpus Christi	TX	78413
Chick-fil-A	2051	4741 S.Padre Island Drive	Corpus Christi	TX	78411
Children's Psychiatric Services of S. Texas	1997	P O Box 61066	Corpus Christi	TX	78466-1066
Christus Spohn Health System	1259	P O Box 847899	Dallas	TX	75284-7899
	1584	Community Health & Wellness Attn: Christie Perez 613 Elizabeth St, Suite 604	Corpus Christi	TX	78404

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

Vendor Name	Vendor ID	Address	City	State	ZIP
City of Corpus Christi	1189	A/R - Nueces County Customer P O Box 9257	Corpus Christi	TX	78469-9257
	1570	P O Box 9277	Corpus Christi	TX	77469-9277
City of Robstown	1288	P O Box 872	Robstown	TX	78380
CLK Architects & Associates	2018	615 N. Upper Broadway, Suite 1250	Corpus Christi	TX	78401-0750
Coastal Bend Wellness Foundation	2020	Attn: Chief Executive Officer 2882 Holly Road	Corpus Christi	TX	78415-4106
Collier, Johnson & Woods, PC	1012	Tower II, 555 N. Carancahua Suite 1000	Corpus Christi	TX	78401-0839
Comanche Corner Cafe	2056	322 N. Staples Street	Corpus Christi	TX	78401
Comdata	1859	P O Box 845738	Dallas	TX	75285-5738
Cordant Health Solutions	1931	P O Box 172775	Denver	CO	80217-2775
Corner Bakery Cafe	2017	4938 S. Staples, Suite D12	Corpus Christi	TX	78411
Cornish Medical	2010	11200 Broadway St, Ste 2743	Pearland	TX	77584-9787
Corpus Christi - Nueces County	1881	Attn: Immunization Clinic 1702 Horne Road	Corpus Christi	TX	78416
Corpus Christi Caller-Times	1015	P O Box 630894	Cincinnati	OH	45263-0894
	1273	P O Box 742651	Cincinnati	OH	45274-2651
Corpus Christi Dental Plan, Inc.	1474	P O Box 124	Corpus Christi	TX	78413
Corpus Christi Safe & Lock Co.	1980	3535 S. Staples	Corpus Christi	TX	78411
Council on Alcohol and Drug Abuse -	1945	Coastal Bend 1801 South Alameda, Suite 150	Corpus Christi	TX	78404
Counselors Unlimited	2046	5959 S. Staples, Suite 232	Corpus Christi	TX	78413
Courier Specialties	2033	4934 Everhart	Corpus Christi	TX	78411
Czech-Mex Bakery & Cafe	1865	711 N. Carancahua, Suite 150	Corpus Christi	TX	78401
Deaf & Hard of Hearing Center	1387	5151 McArdle	Corpus Christi	TX	78411
DeLeon, Isaac	1974	7209 Lands End Drive	Corpus Christi	TX	78414
Dell Marketing L.P.	1166	C/O Dell USA L.P. P O Box 676021	Dallas	TX	75267-6021
Deluxe Corporation	1895	P O Box 4656	Carol Stream	IL	60197-4656
Department of Information Resources	1907	Telecommunications Services Division P O Box 12728	Austin	TX	78711
DigiCert, Inc.	1798	2801 N. Thanksgiving Way, Suite 500	Lehi	UT	84043
Driscoll Children's Hospital	1936	P O Box 6530	Corpus Christi	TX	78466
Dubois Psychological Clinic	1558	6000 S. Staples Street, Suite 200	Corpus Christi	TX	78413
Durand, Robert	2032	4209 Bowstring Cove	Austin	TX	78735
Education Service Center, Region 2	1612	209 N. Water Street	Corpus Christi	TX	78401-2599
Biland, Gary W.	2016	5 Benthaven Isle	Montgomery	TX	77356
Enrique's Uptown	2002	555 N. Carancahua Street	Corpus Christi	Texas	78401
Envirotest, LLC	2029	3902 Braxton Drive	Houston	TX	77063
Erdmann, Jaime	2049	P O Box 235	Driscoll	TX	78351
ERF Tower II, Inc.	1934	P O Box 386	San Antonio	TX	78292-0386
Evans, Jordan Jalén	1978	4213 Christie Street	Corpus Christi	TX	78415
Everest Coffee	1630	1401 SPID	Corpus Christi	TX	78416
Experian Health, Inc.	1431	c/o Experian P O Box 846133	Los Angeles	Ca	90084-6133
Family Counseling Service	1964	3833 S. Staples, S203	Corpus Christi	TX	78411
Fast Signs	1551	1220 Airline Rd, Suite 170	Corpus Christi	TX	78412
Fedex	1021	P O Box 660481	Dallas	TX	75266-0481
Forensic & Clinical Psychology, Inc.	2028	4925 Everhart Road, Suite 106	Corpus Christi	TX	78411
Free Conferencing Corporation	1867	P O Box 41069	Long Beach	Ca	90853-1069
Frost National Bank	1436	P O Drawer 749	Corpus Christi	TX	78403-0749
Fuentes, Michael MD, PA	1698	5656 S. Staples, Suite 252	Corpus Christi	TX	78411

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

Vendor Name	Vendor ID	Address	City	State	ZIP
Galvan, Autumn	2052	5902 Ayers Street, #61	Corpus Christi	TX	78415
Garcia, Gabriel	1988	4657 Ocean Drive, Apt 220	Corpus Christi	TX	78412
Garcia, Maximiano	1913	3029 Houston Street	Corpus Christi	TX	78415
Garza, Erika L.	2006	6225 Saratoga Blvd, Apt 717	Corpus Christi	TX	78414
Gebert, Araceli Silva	1985	P O Box 10575	Corpus Christi	TX	78460
Gonzales, Rudy	2040	734 Chase Drive	Corpus Christi	TX	78412
Graham, Thomas	2007	P O Box 264	Austin	TX	78767
Gray Photography, Inc.	2038	3850 S. Alameda Street Suite 21	Corpus Christi	TX	78411
Gulf Coast Graphics and Signs	1462	838 SPID	Corpus Christi	TX	78416
Gulf Coast Paper Co., Inc.	1148	P O Box 4227	Victoria	TX	77903
Hanson Professional Services, Inc.	1948	1525 South 6th Street	Springfield	IL	62703
Health Forum	1935	P O Box 92416	Chicago	IL	60675-2416
Health Management Associates	1870	One Michigan Avenue Building 120 North Washington Square, Suite 705	Lansing	MI	48933
Healthcare Compliance Pros	2031	90 W. 500 S. #157	Bountiful	UT	84010
HEB	1691	3500 Leopard St	Corpus Christi	TX	78408
HFMA	2048	P O Box 4237	Carol Stream	IL	60122-4237
Hi-Ho Restaurant	2055	3703 Morgan Avenue	Corpus Christi	TX	78405
Higginbotham Insurance Agency	1647	P O Box 1066	Corpus Christi	TX	78403-1066
Home Depot	1430	4038 South Port Ave	Corpus Christi	TX	78415
Houchen Bindery, LTD	1858	340 First Street	Utica	NE	68456
Howard's BBQ & Catering	1845	1002 Antelope Street	Corpus Christi	TX	78401
IHS Global Inc.	1538	P O Box 847193	Dallas	TX	75284-7193
Ikonomopoulos, James, PhD, LPC-S	2026	2134 Shadi Street	Corpus Christi	TX	78418
Internal Revenue Svc - United States Treasury	1113	RAIVS Team, Stop 6716 AUSC	Austin	TX	73301
J3 Office Manager, LLC	1725	P O Box 9518	Corpus Christi	TX	78469
Jason's Deli	1032	6000 S. Staples, Suite 300	Corpus Christi	TX	78413
Jean's Restaurant Supply	2012	426 S. Staples	Corpus Christi	TX	78401
JLL Valuation & Advisory Services	1958	P O Box 71893	Chicago	IL	60694
Judge Ricardo H. Garcia Regional Juvenile	1975	Detention Facility P O Drawer 989	San Diego	TX	78384
King & Spalding LLP	1777	P O Box 116133	Atlanta	GA	30368-6133
Klaas, Christopher L, PhD.	1631	4444 Corona Drive, Suite 112	Corpus Christi	TX	78411
Kleberg County Clerks Office	1583	P O Box 1327	Kingsville	TX	78364-1327
Law Offices of Steve Aragon	2019	401 West 15th St, Suite 840	Austin	TX	78701
Lenz, Alan Stephen	1965	8134 Resplendor Street	Corpus Christi	TX	78414
Level 3 Communications, LLC	2025	P O Box 910182	Denver	CO	80291-0182
LexisNexis Risk Solutions	1727	Billing ID 1420564 28330 Network Place	Chicago	IL	60673-1283
Liberty Resources, Inc.	1962	1045 James Street	Syracuse	NY	13203
Lincoln National Life Insurance Co.	1441	Employer Services (5H-26) Attn: Groupnet Processing P O Box 7864	Fort Wayne	IN	46801-7864
Lira, Rosalinda	2014	6216 Hidden Cove	Corpus Christi	TX	78412
Lone Star Shredding and Document Storage	1836	3GS, LLC 1970 West Expressway 83	Mercedes	TX	78570
Lowe's Home Centers, LLC	1973	1530 Airline Road	Corpus Christi	TX	78412
Malek, Inc.	1247	P O Box 679	Corpus Christi	TX	78403
Marco Electronics Sales & Services	2009	1628 Morgan Avenue	Corpus Christi	TX	78404
Martinez, Marcus	1943	2491 Digger Lane	Corpus Christi	TX	78415
Martinez, Nathan	1998	7026 Winter Park Place	Corpus Christi	TX	78413
Martinez, Roland Jr.	1893	4746 Mokry	Corpus Christi	TX	78415
Martinez, Troy Psy. D.	1815	4925 Everhart, Suite 106	Corpus Christi	TX	78411
McKesson Medical-Surgical, Inc.	1994	P O Box 936279	Atlanta	GA	31193-6279

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

Vendor Name	Vendor ID	Address	City	State	ZIP
McKibben, Martinez, Jarvis & Wood, LLP	1495	555 N. Carancahua, Suite 1100	Corpus Christi	TX	78401-0841
Meadows Mental Health Policy Institute for TX	1999	2800 Swiss Avenue	Dallas	TX	75204
MiCTA	1990	4805 Towne Centre, Suite 100	Saginaw	MI	48604
Milum Corporation	1413	P O Box 7771	Horseshoe Bay	TX	78657
Modern Healthcare	1342	Crain Communications P O Box 37222	Boone	IA	50037
Morin, Michael	1981	5301 Javelina Drive	Corpus Christi	TX	78413
Morin, Vincent G. Jr., DDS	1401	DDS Professional Services, Inc. P O Box 271130 6262 Weber Road, Suite 107	Corpus Christi	TX	78427-1130
MyBinding LLC	2058	9620 NE Tanasbourne Drive, Suite 250	Hillsboro	OR	97124
Notary Public Underwriters	1407	P O Box 140106	Austin	TX	78714-0106
Nueces Center for Mental Health and	1267	Intellectual Disabilities 1630 South Brownlee	Corpus Christi	TX	78404-3178
Nueces Center for Mental Health and Intellect	1591	Disabilities - Youth Services 1630 S. Brownlee	Corpus Christi	TX	78404
Nueces County	1420	NC Clerk: Treasury Div. P O Box 583	Corpus Christi	TX	78403
Nueces County Appraisal District	1045	201 N. Chaparral, Suite 206	Corpus Christi	TX	78401
Nueces County District Clerk	1608	901 Leopard Street, #313	Corpus Christi	TX	78401
Nueces County Emergency Svc District #1	1762	5241 CR 73	Robstown	TX	78380
Nueces County Emergency Svc District #2	1968	337 Yorktown Blvd	Corpus Christi	TX	78418
Nueces County Emergency Svc District #4	1274	P O Box 260176	Corpus Christi	TX	78426
Nueces County Emergency Svc District #6	1854	c/o Gavanda Cadena 901 Hercules	Bishop	TX	78343
Nueces County Juvenile Department	1643	2310 Gollihar	Corpus Christi	TX	78415
Nueces County Tax Assessor-Collector	1147	Nueces County Courthouse 901 Leopard, Suite 301	Corpus Christi	TX	78401
Nueces County Treasury	1046	P O Box 583	Corpus Christi	TX	78401
Nueces Emergency Medicine Assoc. PA	1949	P O Box 731584	Dallas	TX	75373-1584
NYLIAC	1444	75 Remittance Dr., Suite 3021	Chicago	IL	60675-3021
Occupational Health Centers of the Southwest	1795	P O Box 9005	Addison	TX	75001-9005
Office Depot Credit Plan	1796	Dept 56 - 4203306971 P O Box 78004	Phoenix	AZ	85062-8004
Olive Garden	2001	5258 S. Padre Island Drive	Corpus Christi	TX	78411
Orange Health Solutions, Inc.	1651	P O Box 842845	Dallas	TX	75284-2845
Ostarch, Hilmy, & McCauley	1984	P O Box 2888	Corpus Christi	TX	78403
Ovations Food Services, LP	2042	402 Harbor Drive	Corpus Christi	TX	78401
P.O.E.T.S. Family Restaurant	1938	4825 Saratoga	Corpus Christi	TX	78413
PAARI	2045	P O Box 1380	Onset	MA	02558
Park Fowler & Co., PLLC	2003	4639 Corona Drive, Suite 100	Corpus Christi	Texas	78411
Patterson Capital Management	1145	Barton Oaks Plaza II 901 S. MoPac, Suite 195	Austin	TX	78746
Printing Dynamics	2021	3833 Apollo Road	Corpus Christi	TX	78413
Puente, Vicky	1995	3725 Amanda Lane	Robstown	TX	78380
Quest Diagnostics, Inc.	1285	P O Box 677960	Dallas	TX	75267-7960
Quill LLC	2004	P O Box 37600	Philadelphia	PA	19101-0600
Ramos, Enrique C., Jr, D.O.	1971	2005 Wallace Drive	Corpus Christi	TX	78412
Ray West Warehouses, Inc.	1390	P O Box 456	Corpus Christi	TX	78403
Revize Software Systems	2053	150 Kirts Blvd, Suite B	Troy	MI	48084
Ricoh USA, Inc	1947	P O Box 650016	Dallas	TX	75265-0016
RiskNomics, LLC	2027	880 Seven Hills Dr, #180	Henderson	NV	89052
Rite of Passage, Inc.	1912	Attn: Accounts Receivable 2560 Business Parkway, Suite A	Minden	NV	89423

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

Vendor Name	Vendor ID	Address	City	State	ZIP
Rosales, Ian	1847	7702 Las Miras Court	Corpus Christi	TX	78414
Runnels, Paige	1977	2612 Southwest Pkwy, Apt 232	Wichita Falls	TX	76308
S & J Bakery, Inc.	2062	9618 Leopard Street	Corpus Christi	TX	78410
Sames Ford	2041	4721 Ayers Street	Corpus Christi	TX	78415
SAVE Program MS 2620	1840	US Citizenship and Immigration Svcs Department of Homeland Security	Washington	DC	20529-2620
Script Care, Ltd	1379	P O Box 4356 Dept 2262	Houston	TX	77210-4356
Sellu, Laurina K.	2044	4645 Ocean Drive, Apt. 18 Building E	Corpus Christi	TX	78412
Shaffer's Muffler & Automotive	1585	7014 South Padre Island Drive	Corpus Christi	TX	78412
SHI Government Solutions, Inc.	1715	P O Box 847434	Dallas	TX	75284-7434
Sorensen, Joshua	1930	3822 Holly Road, #462	Corpus Christi	TX	78415
Southern Networks	1403	615 North Upper Broadway Suite 710	Corpus Christi	TX	78477
SpawGlass	2039	2209 N. Padre Island Drive, Unit Y	Corpus Christi	TX	78408
SSI Group, LLC	1813	Dept #2455 P O Box 11407	Birmingham	AL	35246-2455
Stamps.com	stamps.c...	12959 Coral Tree Place	Los Angeles	CA	90066
Staples Business Advantage	1599	P O Box 105638	Atlanta	GA	30348-5638
Stericycle, Inc.	1987	P O Box 6575	Carol Stream	IL	60197-6575
Sugarbakers	2015	2766 Santa Fe Street	Corpus Christi	TX	78404
TAC - Unemployment Fund	1458	P O Box 487	San Antonio	TX	78292-0487
TASB, Inc.	1882	P O Box 975112	Dallas	TX	75397-5112
Teaching Hospitals of Texas	1233	1210 San Antonio Street, Suite 204	Austin	TX	78701
Texas A&M University - Corpus Christi	2037	6300 Ocean Drive, Unit 5767	Corpus Christi	TX	78412-5767
Texas Assoc. of Counties	1097	Property & Casualty Self-Insurance Fund P O Box 2131	Austin	TX	78768
Texas Assoc. of Counties Risk Mgmt Pool	1062	Workers' Compensation Fund P O Box 2426	San Antonio	TX	78298-9900
Texas Association of Counties	1098	Risk Management Pool P O Box 2426	San Antonio	TX	78298-9900
	1543	P O Box 2131	Austin	TX	78768-2131
Texas Comptroller of Public Accounts	1747	P O Box 13186	Austin	TX	78711-3186
Texas Conference of Urban Counties	1976	500 W. 13th Street	Austin	TX	78701
Texas Department of Public Safety	1803	Agency 405 Crime Records Service P O Box 15999	Austin	TX	78761-5999
Texas Health Institute	2034	9111 Jollyville Road, Suite 280	Austin	TX	78759
Texas Hospital Association	1231	P O Box 95353	Grapevine	TX	76099-9733
Texas Social Security Program	1629	Employees Retirement System of Texas Attn: Finance Division P O Box 13207	Austin	TX	78711-3207
Texas State Directory Press	1138	P O Box 12186	Austin	TX	78711
Texas Windstorm Insurance Association	2024	P O Box 843146	Dallas	TX	75284-3146
Things Remembered	1982	5488 SPID, #2212	Corpus Christi	TX	78411
TMF - Health Quality Institute	1251	3107 Oak Creek Drive, Suite 200	Austin	TX	78727-3107
Tony's Transfer	1983	1123 Craig Street	Corpus Christi	TX	78404
Tovar Psychological Services	2043	P O Box 1624	Elsa	TX	78543
Transamerica Employee Benefits	1963	P O Box 653005	Dallas	TX	75265-3005
Tri DataCom, LLC	1619	P O Box 71442	Corpus Christi	TX	78467-1442
Trophy Land, Inc.	1336	5301 Everhart Road, #D2	Corpus Christi	TX	78411

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

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
U. S. Dept of Homeland Security	1850	Citizenship & Immigration Services Financial Operations P O Box 5000	Williston	VT	05495-5000
United Corpus Christi Chamber of Commerce	1310	602 N. Staples, Suite 150	Corpus Christi	TX	78401
Victoria Advocate	1868	P O Box 4237	Longview	TX	75606-4237
Victoria County	1521	c/o Pama Hencerling, Chief Prob. Officer 97 Foster Field Drive	Victoria	TX	77904
Villarreal, Victor A.	2059	5757 Wooldridge Road, Apt 24H	Corpus Christi	TX	78414
Volkman, Robert	1667	222 Lakeside Drive	Corpus Christi	TX	78418
Walmart	1492	1821 SPID	Corpus Christi	TX	
Wertz, Linda K.	2000	119 Dan Moody Trail	Georgetown	TX	78633
Wood, Boykin & Wolter	1499	615 N. Upper Broadway, Suite 1100	Corpus Christi	TX	78401-0748
Wood, Eric	1806	4430 Loveland Pass Ct	Corpus Christi	TX	78413
Wright National Flood Insurance Company	1835	P O Box 33070	St. Petersburg	FL	33733-8070
X-Ray on Wheels, Inc.	1346	P O Box 60577	Corpus Christi	TX	78466-0577
Xerox Business Solutions Southwest	1613	P O Box 205354	Dallas	TX	75320-5354
Zamora, Jimmie	2023	8041 Pavo Real Street	Corpus Christi	TX	78414

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

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct+	Fiscal 2021 YTD	Budget 2021	Balance
<u>Intergovernmental Transfers</u>																
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
<u>County Healthcare Services</u>																
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	0.00	321,462.85	59,390.31	162,766.36	264,012.06	223,631.99	259,313.99	131,465.18		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	145.25	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	0.00	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	64,687.94	4,181,014.10	5,250,800.00	1,069,785.90
Kenikor	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	170,000.00	0.00	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
<u>Professional Fees</u>																
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	892,531.94	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	64,687.94	9,670,793.74	17,235,030.00	7,564,236.26

Nueces County Hospital District
 County Health Care Department Expenditures
 Cash Disbursements Relating to
 Fiscal Year 2022

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal 2021 YTD	Budget 2022	Balance
Intergovernmental Transfers															
Health Dept - County - IGT	0.00	0.00	0.00	76,662.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,662.34	887,000.00	810,337.66
County Healthcare Services															
Health Dept - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	942,300.00	942,300.00
Emergency Medical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	550,000.00	550,000.00
NC MHID - Fund Matching	0.00	0.00	242,283.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242,283.00	969,129.00	726,846.00
NC MHID - Jail Programs	0.00	0.00	174,265.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174,265.51	3,510,801.00	3,336,535.49
Mental Healthcare Services	134.48	214.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	348.50	570,000.00	569,651.50
Juvenile Center - Lab	1,474.67	1,651.74	1,514.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,641.36	407,000.00	
Juvenile Center - Doctors	13,334.40	23,070.35	17,982.20	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,086.95		
Juvenile Center - Pharmacy	583.97	1,256.12	669.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,509.76		
Juvenile Center - Other	433.80	1,970.46	124.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,530.74		
Subtotal	15,828.84	27,948.67	20,291.30	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,768.81	407,000.00	342,231.19
Nueces County Jail Services	353,224.55	353,224.55	370,829.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,077,279.02	4,408,695.00	3,331,415.98
Centkor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00	60,000.00
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
Diabetes Program - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
County Public Health Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170,000.00	170,000.00
Professional Fees															
Legal/Consulting/Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	369,187.87	581,387.24	807,669.73	77,362.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,635,607.18	12,574,925.00	10,939,317.82

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

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	3,660	20,839,000	2,490,678	97,328	2,393,350
ASU	671	15,743,543	1,177,403	45,585	1,131,818
Clinic	15,416	8,801,207	2,479,753	124,140	2,355,613
Obs	144	4,660,466	913,000	54,780	858,220
OP	9,261	32,383,617	8,230,946	453,356	7,777,590
Subtotal	29,152	82,427,833	15,291,780	775,189	14,516,591
IP	741	60,315,420	8,411,911	289,254	8,122,657
SNF	(1)	(78,091)	(15,284)	-	(15,284)
RX	112,782	41,923,219	16,787,403	556,643	16,230,760
Physician	16,853	7,767,451	2,288,285	81,156	2,207,129
Total	159,527	192,355,832	42,764,095	1,702,242	41,061,853

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
Beginning Bal:	17,436,597.07	3,089,315.83	2,124,244.24	7,604,394.58	18,914,883.81	18,320,509.12	18,320,509.12	18,320,509.12	18,320,509.12	18,320,509.12	18,320,509.12	18,320,509.12	17,436,597.07
Member Revenue % 3.0%													
<u>Membership Revenue Deposits</u>													
Week 1	165,178.26	183,713.87	243,955.67	254,373.65									847,221.45
Week 2	269,943.70	144,144.12	293,334.36	261,243.73									968,665.91
Week 3	189,474.15	254,845.66	254,569.32	202,153.37									901,042.50
Week 4	251,640.56	204,063.64	282,539.21										738,243.41
Week 5	249,925.11												249,925.11
Subtotal	1,126,161.78	786,767.29	1,074,398.56	717,770.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,705,098.38



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 135 S. LaSalle Street, Suite 1840 Chicago, IL 60603

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 NUECES COUNTY HOSPITAL DISTRICT
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 555 NORTH GARANCAHUA ST. SUITE 950
 CORPUS CHRISTI TX 78401-0835

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PAGE 1 OF 4

NCHD-ADMINISTRATION

Account Number [REDACTED]
 Statement Period 11/01/2021 through 11/30/2021
 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.
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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

7,258,543.23	BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012	7,258,543.23	7,258,543.23	1,102.14
TOTAL CASH AND EQUIVALENTS		7,258,543.23	7,258,543.23	1,102.14

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	7,258,511.78
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	31.45	0.00
OTHER INCOME	0.00	0.00	0.00
RECEIPTS & DEPOSITS	0.00	0.00	0.00
SALES & DISPOSITIONS	0.00	0.00	0.00
INTRA ACCOUNT TRANSFERS	0.00	0.00	0.00
DISTRIBUTIONS & WITHDRAWALS	0.00	0.00	0.00
PURCHASES & ACQUISITIONS	0.00	-31.45	31.45
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	7,258,543.23

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	7,258,511.78
11/01/21	INTEREST PAYMENT PAYABLE 11/01/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		31.45	



TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
11/01/21	SWEEP PURCHASE 31.45 SHARES		-31.45	31.45
	TRADE 11/01/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012			
	ENDING BALANCE	0.00	0.00	7,258,543.23

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01/DEC/2021 CA NUECES COUNTY HOSPITAL DISTRICT 11/01/2021 thru 11/30/2021



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 ATTN: JONNY HIPPI
 555 NORTH CARANCAHUA ST. SUITE 950
 CORPUS CHRISTI TX 78401-0835

received
 6/16/22

PAGE 1 OF 4

Account Number [REDACTED]
 Statement Period 12/01/2021 through 12/31/2021
 Account Title CHRISTUS SPOHN HEALTH SYSTEM CORP /
 NUECES COUNTY HOSPITAL DISTRICT
 CHRISTUS SPOHN / NUECES CNTY ESCROW

ADMINISTRATIVE OFFICER GCAS CLIENT SERVICE.
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PARTICIPATING PORTFOLIOS

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

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER [REDACTED] PORTFOLIO NAME



CASH AND EQUIVALENTS

7,258,623.74	BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012	7,258,623.74	7,258,623.74	370.92
TOTAL CASH AND EQUIVALENTS				370.92

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	7,258,543.23
DIVIDENDS	0.00	6.13	0.00
INTEREST	0.00	74.38	0.00
OTHER INCOME	0.00	0.00	0.00
RECEIPTS & DEPOSITS	0.00	0.00	0.00
SALES & DISPOSITIONS	0.00	0.00	0.00
INTRA ACCOUNT TRANSFERS	0.00	0.00	0.00
DISTRIBUTIONS & WITHDRAWALS	0.00	0.00	0.00
PURCHASES & ACQUISITIONS	0.00	-80.51	80.51
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	7,258,623.74

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	7,258,543.23
12/01/21	INTEREST PAYMENT PAYABLE 12/01/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		74.38	

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TRANSACTION DETAIL *(continued)*

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
12/01/21	SWEEP PURCHASE 74.38 SHARES TRADE 12/01/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		-74.38	74.38
12/27/21	CAPITAL GAINS DIST RECEIPT (LONG) \$0.0000008 ON 7,258,617.61 SHARES PAYABLE 12/23/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		6.13	
12/28/21	SWEEP PURCHASE 6.13 SHARES TRADE 12/28/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		-6.13	6.13
	ENDING BALANCE	0.00	0.00	7,258,623.74

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01/JAN/2022 CA NUECES COUNTY HOSPITAL DISTRICT 12/01/2021 thru 12/31/2021



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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	32,852,981.60	51,846,575.63	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	17,763,074.64
Deposits													
Christus Spohn		7,234,287.00	7,234,287.00										14,468,574.00
CCMC	5,650,342.75		5,650,342.75										11,300,685.50
CC Rehab	244,647.50		244,647.50										489,295.00
Driscoll	4,669,067.75		4,669,067.75										9,338,135.50
PAM Specialty	299,980.75		299,980.75										599,961.50
PAM Rehab	268,249.75		268,249.75										536,499.50
S. TX Surgical	626,744.50		626,744.50										1,253,489.00
Subtotal	11,759,033.00	7,234,287.00	18,993,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,986,640.00
Interest	119.10	243.02	272.03										634.15
Transfers In													
Total Deposits	11,759,152.10	7,234,530.02	18,993,592.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,987,274.15
Inter-Governmental Transfers													
UC	(3,903,775.16)												(3,903,775.16)
DSRIP				(1,427,133.27)									(1,427,133.27)
CHIRP													0.00
TIPPS													0.00
DSH													0.00
UHRIP													0.00
Total ICT's	(3,903,775.16)	0.00	0.00	(1,427,133.27)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5,330,908.43)
Transfers Out													
Bank Fees													0.00
Ending Balance	25,618,451.58	32,852,981.60	51,846,575.63	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36	50,419,440.36

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	363,413,690	422,477,897	195,973,237	55,698,685	103,027,400	15,707,251	356,114	1,156,654,274	53%
Christus Spohn Rural (Alice/Beeville/Kleberg)	45,886,713	158,546,996	0	15,020,682	0	4,060,368	0	223,514,760	10%
Corpus Christi Medical Center	113,388,330	122,210,951	0	48,200,011	0	21,567,161	0	305,366,454	14%
Driscoll Childrens Hospital	293,025,634	17,699,550	0	0	0	68,019,187	479,717	379,224,088	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 Christit 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	20,067,084	0	0	0	0	0	0	20,067,084	1%
TOTALS	860,731,256	768,658,550	195,973,237	136,156,663	103,027,400	109,353,968	835,832	2,174,736,905	100%

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

IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	TOTALS
Nueces County Hospital District	326,881,505	301,823,107	77,840,337	59,437,427	40,578,191	0	0	806,560,567
Nueces LPPF	17,912,831	7,064,199	0	0	0	34,982,334	355,798	60,315,162
TOTALS	344,794,336	308,887,306	77,840,337	59,437,427	40,578,191	34,982,334	355,798	866,875,729

NUECES COUNTY HOSPITAL DISTRICT

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2021

NUECES COUNTY HOSPITAL DISTRICT
AUDITED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2021

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INDEPENDENT AUDITOR'S REPORT

January 20, 2022

The Board of Managers of the
Nueces County Hospital District
Corpus Christi, Texas

Report on the Financial Statements

We have audited the financial statements of the governmental activities and each major fund of the Nueces County Hospital District, a component unit of Nueces County, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Nueces County Hospital District as of September 30, 2021, and the respective changes in financial position and budgetary comparisons for the general fund, indigent care fund and tobacco settlement fund thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 16 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Governmental Auditing Standards*, we have also issued our report dated January 20, 2022 on our consideration of the Nueces County Hospital District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Nueces County Hospital District's internal control over financial reporting and compliance.

Collier, Johnson & Woods

**Nueces County Hospital District
Management's Discussion and Analysis
For Fiscal Year Ended September 30, 2021**

This Management's Discussion and Analysis (“MD&A”) of the Nueces County Hospital District (“District”), a political subdivision of the State of Texas and component unit of Nueces County, Texas (“County”), is intended to provide an overview of the District's financial position and results of operation for year ended September 30, 2021 (“Fiscal Year 2021”). Since the focus of the MD&A is on the above fiscal period’s operations, activities, and currently known facts, it should be read in conjunction with the District's related financial statements and accompanying notes to best understand the District's financial position.

The MD&A is one of the elements of the reporting model required by the Government Accounting Standards Board (“GASB”). As part of the MD&A, presentation of certain comparative information between the current fiscal year and the prior fiscal year is required to assist in financial analysis.

Financial Highlights

The District’s net position decreased \$18.4 million or 14.3% compared to the prior year net position. The net position of the District on September 30, 2021 and 2020 was \$110.3 million and \$128.8 million, respectively. Cash and cash equivalents, restricted cash, and investments amounted to \$121.7 million and \$122.5 million which represent 92.8% of total assets for September 30, 2021 and 93.4% for 2020, respectively.

In Fiscal Year 2021, the District’s General Fund Balance decreased \$19.3 million or 30.1% compared to the prior year balance. At fiscal year ended September 30, 2021, the District’s General Fund balance was \$44.6 million compared to \$63.9 million in 2020.

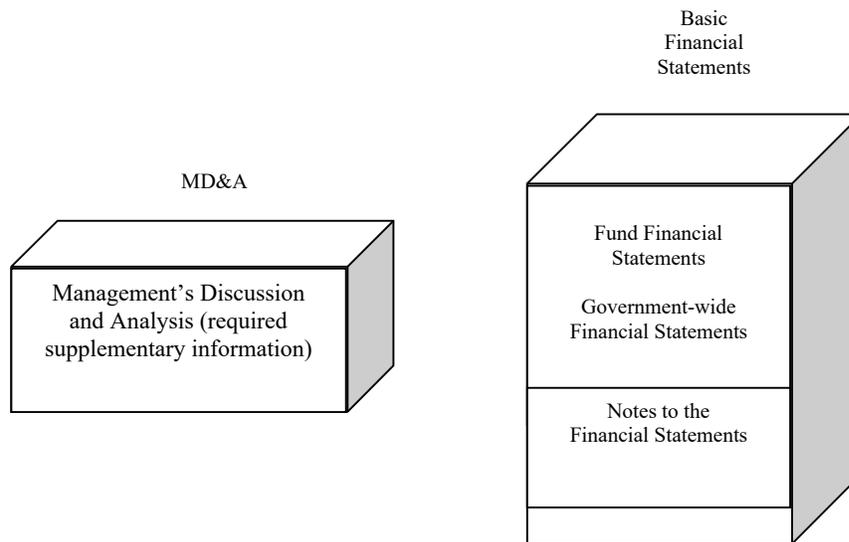
In Fiscal Year 2021, the District’s total revenues decreased \$77.1 million or 61.9% compared to the prior year. 22.3% of the District’s total revenues were from non-tax sources. The District’s total expenses decreased \$39.3 million or 37.4% compared to the prior year.

In Fiscal Year 2021, the District continued to make voluntary intergovernmental transfers for several Medicaid-related supplemental payment, waiver, and Medicaid managed care provider payment initiative programs sponsored by the State (“Medicaid Payment Programs”). These transferred funds enabled both local and regional health care providers, who provide indigent healthcare consistent with the District’s primary mission, to draw additional Medicaid funds. In addition, the District implemented a state-authorized Local Provider Participation Fund Program (“LPPF”) to sustain these payments to the State. The intergovernmental transfers provided funding to draw over 95% of the total value of providers’ waiver program projects in Nueces County and over 85% of the total value of providers’ waiver program projects in the region.

In Fiscal Year 2021, the District’s Board of Managers committed \$17.4 million of the District’s fiscal year-end General Fund balance cash to funding the Medicaid Payment Programs-related intergovernmental transfers that are expected to be requested sometime during the District’s subsequent fiscal year. Please refer to Note 12 on intergovernmental transfers and Note 13 on committed fund balance.

OVERVIEW OF THE FINANCIAL STATEMENTS

The following graphic is provided to facilitate the reader's understanding of the format of the Basic Financial Statements and their individual components:



The District's Annual Financial Report consists of the MD&A, the basic financial statements and accompanying notes, with the primary focus being on the District as a whole. As a special purpose entity with only one governmental program, GASB allows the District to combine its government-wide and fund financial statements and that is done so here. The Statement of Net Position and the Statement of Activities are government-wide financial statements that provide both short-term and long-term information about the District's overall financial status. The fund financial statements report the District's operations in more detail by providing information as to how services are financed in the short-term, as well as the remaining available resources for future spending. Additionally, the fund financial statements focus on major funds that, for the District, include the General Fund and the Indigent Care Fund, rather than fund types. The Fiduciary Fund statements provide financial information for those activities in which the District acts solely as the trustee or agent for the benefit of others. The accompanying notes provide essential information that is not disclosed on the face of the financial statements. Consequently, the notes form an integral part of the District's basic financial statements.

The District has two kinds of funds:

- 1.) **Government Funds** - The accounting for most of the District's services is included in the governmental funds. The General Fund and Special Revenue Fund are governmental funds that use the modified accrual accounting method which focuses on how cash and other financial assets that can readily be converted to cash and the balance at year-end that are available for future spending. Furthermore, under this basis of accounting, changes in net spendable assets are normally recognized only to the extent that they are expected to have a near-term impact, while inflows are recognized only if they are available to liquidate liabilities of the current period. Similarly, future outflows are typically recognized only if they represent a depletion of current financial resources.
- 2.) **Fiduciary Funds** - These funds are used to report activity and other resources held purely in a custodial capacity. The resources accounted for in these funds are excludable from the government-wide financial statements or columns because these funds are not available to finance the District's operations. Consequently, the District is responsible for ensuring that these resources are used only for their intended purpose. The District has an irrevocable trust originally used for self-insured health claims of the then employees of the District's former hospital, Memorial Medical Center. The fund may be used to subsidize the District's current employees with their health insurance premiums and other Board-approved allowable Trust benefits.

Notes to the Financial Statements

The notes provide disclosures and additional information that are essential to a full understanding of the financial information presented in the government-wide and fund financial statements.

GOVERNMENT WIDE-FINANCIAL ANALYSIS

Statement of Net Position (Government-Wide)

The District's total Net Position was \$110.4 million and \$128.8 million as of September 30, 2021 and 2020, respectively, a decrease of \$18.4 million or 14.3%. Total assets decreased \$20 thousand or less than .1% compared to September 30, 2020. The District's total liabilities increased \$18.4 million or 744% compared to September 30, 2020, however this is mostly the amount held for the LPPF and is offset by cash restricted for the program.

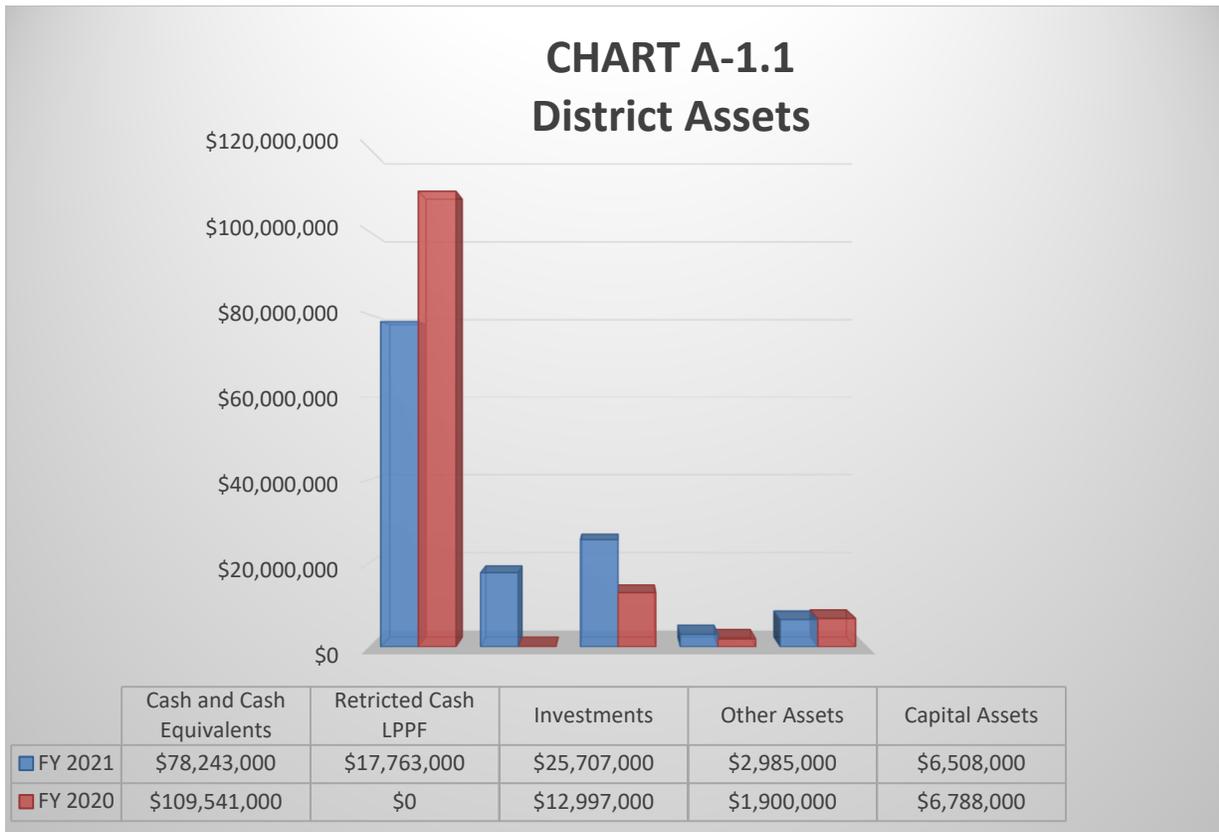
TABLE A-1
Nueces County Hospital District Net Position
September 30, 2021 and 2020
(In Thousands)

	<u>2021</u>	<u>2020</u>	<u>2021-2020</u> <u>Variance</u>
Assets:			
Cash and Cash Equivalents	\$ 78,243	\$ 109,541	\$ (31,298)
Cash Restricted for Local Provider Participation Fund	17,763	--	17,763
Investments	25,707	12,997	12,710
Other Assets	2,985	1,900	1,085
Capital Assets (Net of Accumulated Depreciation)	6,508	6,788	(280)
Total Assets	<u>131,206</u>	<u>131,226</u>	<u>(20)</u>
Liabilities:			
Accounts Payable	2,808	2,196	612
Accrued Payroll and Related Liabilities	246	235	11
Long-Term Liabilities:			
Accrued Paid Time Off	53	41	12
Due to Local Provider Participation Fund	17,763	--	17,763
Total Liabilities	<u>20,870</u>	<u>2,472</u>	<u>18,398</u>
Net Position:			
Net Investment in Capital Assets	6,508	6,788	(280)
Unrestricted	103,828	121,966	(18,138)
Total Net Position	<u>\$ 110,336</u>	<u>\$ 128,754</u>	<u>\$ (18,418)</u>

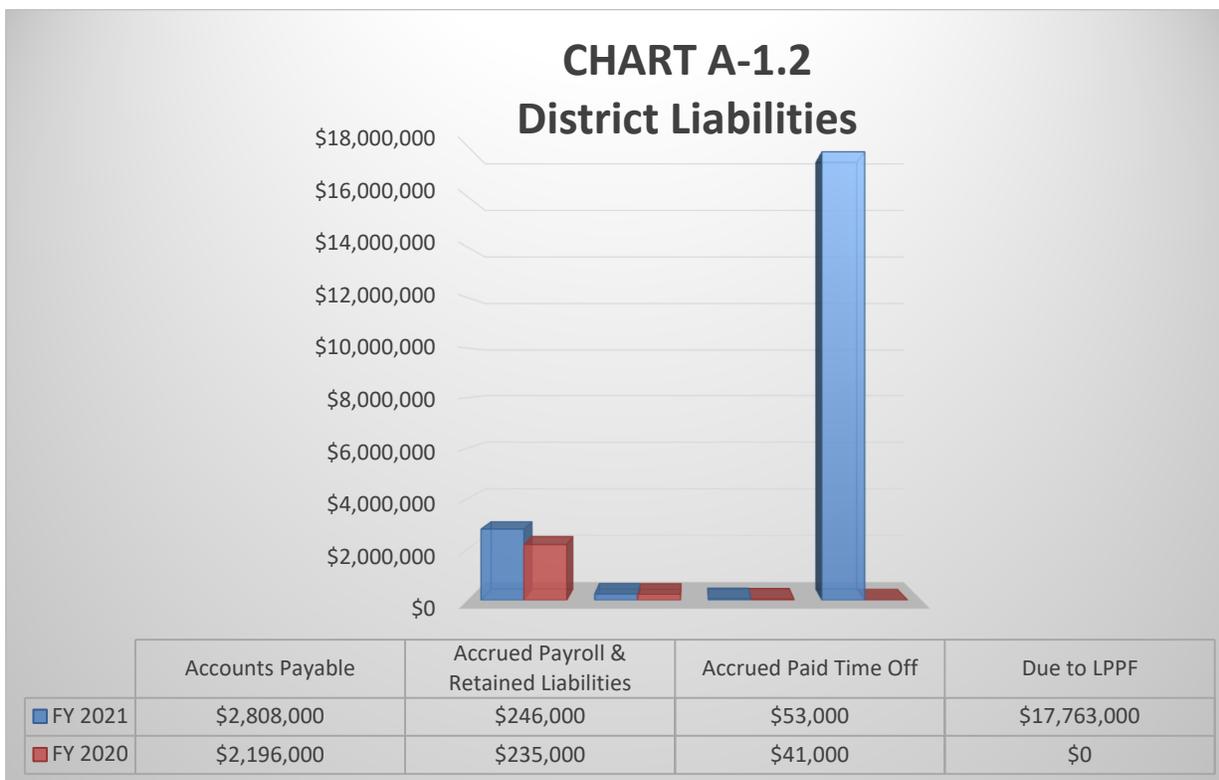
Financial Analysis

In Fiscal Year 2021, the \$825 thousand or .7% net decrease in cash and cash equivalents and investments combined is in part the result of payments to various Medicaid Payment Programs during the year. Other Assets increased \$1.1 million primarily from an increase in property taxes receivable. The \$280 thousand or 4.1% decrease in Capital Assets (Net of Accumulated Depreciation) mainly relates to depreciation expense. Accounts Payable and Related Liabilities increased \$623 thousand or 25.6% due to annual fluctuations in payments of accrued liabilities.

Please refer to Table A-1 above for details of Chart A-1.1 below relating to the District's Assets.



Please refer to Table A-1 above for details of Chart A-1.2 below relating to the District's Liabilities.

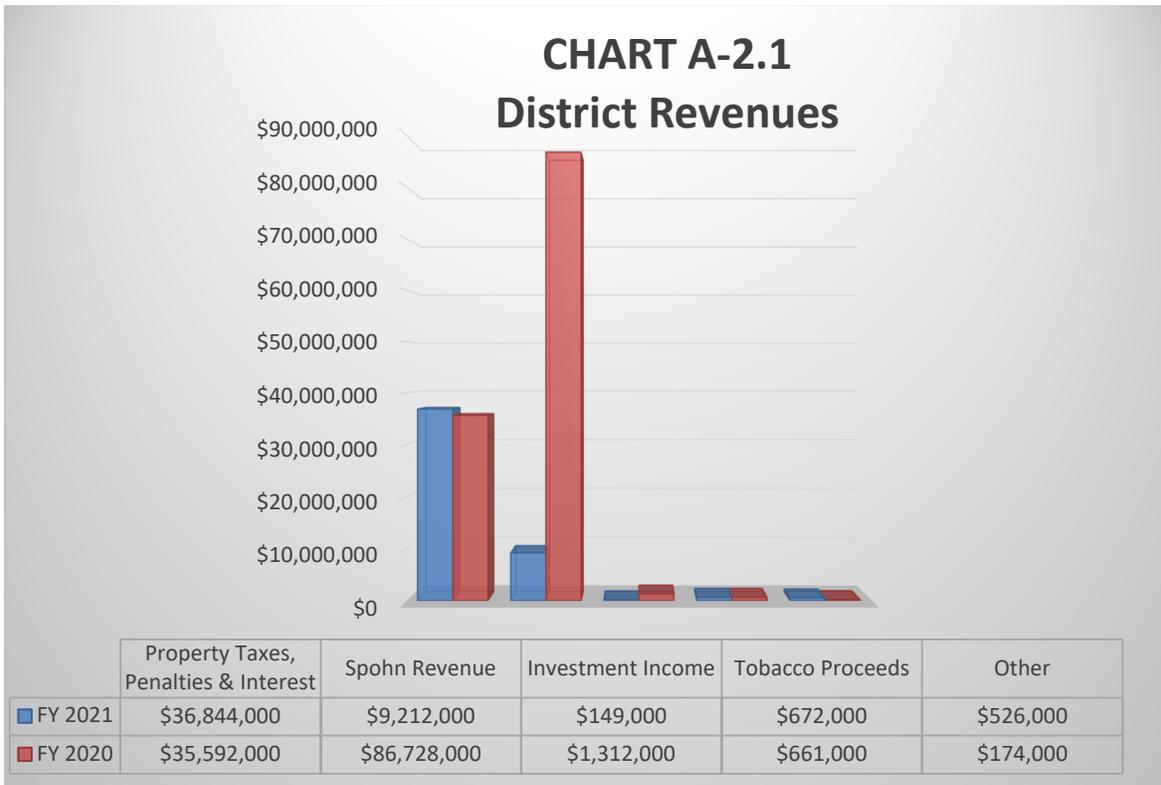


Statement of Activities (Government-Wide)

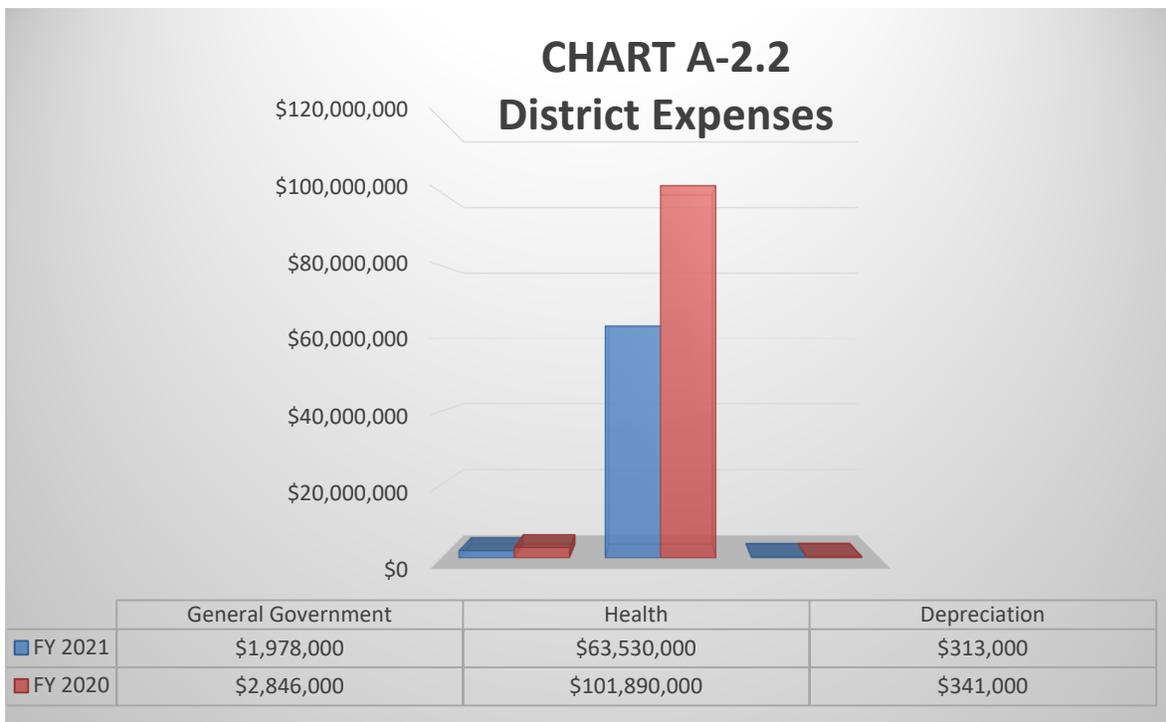
**TABLE A-2
Changes in Nueces County Hospital District Net Position
September 30, 2021 and 2020
(In Thousands)**

	<u>2021</u>	<u>2020</u>	<u>2021-2020</u> <u>Variance</u>
Revenues			
Property Taxes and Penalties and Interest	\$ 36,844	\$ 35,592	\$ 1,252
Spohn Corporate Membership Revenue	9,212	86,728	(77,516)
Investment Income	149	1,312	(1,163)
Tobacco Proceeds	672	661	11
Other	526	174	352
Total Revenues	<u>47,403</u>	<u>124,467</u>	<u>(77,064)</u>
Expenses:			
General Government	1,978	2,846	(868)
Health	63,530	101,890	(38,360)
Depreciation	313	341	(28)
Total Expenses	<u>65,821</u>	<u>105,077</u>	<u>(39,256)</u>
Net Change in Net Position	(18,418)	19,390	(37,808)
Net Position, Beginning of Year	<u>128,754</u>	<u>109,364</u>	<u>--</u>
NET POSITION, END OF YEAR	<u>\$ 110,336</u>	<u>\$ 128,754</u>	<u>\$ (37,808)</u>

Please refer to Table A-2 above for details of Chart A-2.1 below relating to the District's Revenues.



Please refer to Table A-2 above for details of Chart A-2.2 below relating to the District's Expenses.



FINANCIAL ANALYSIS

Revenues

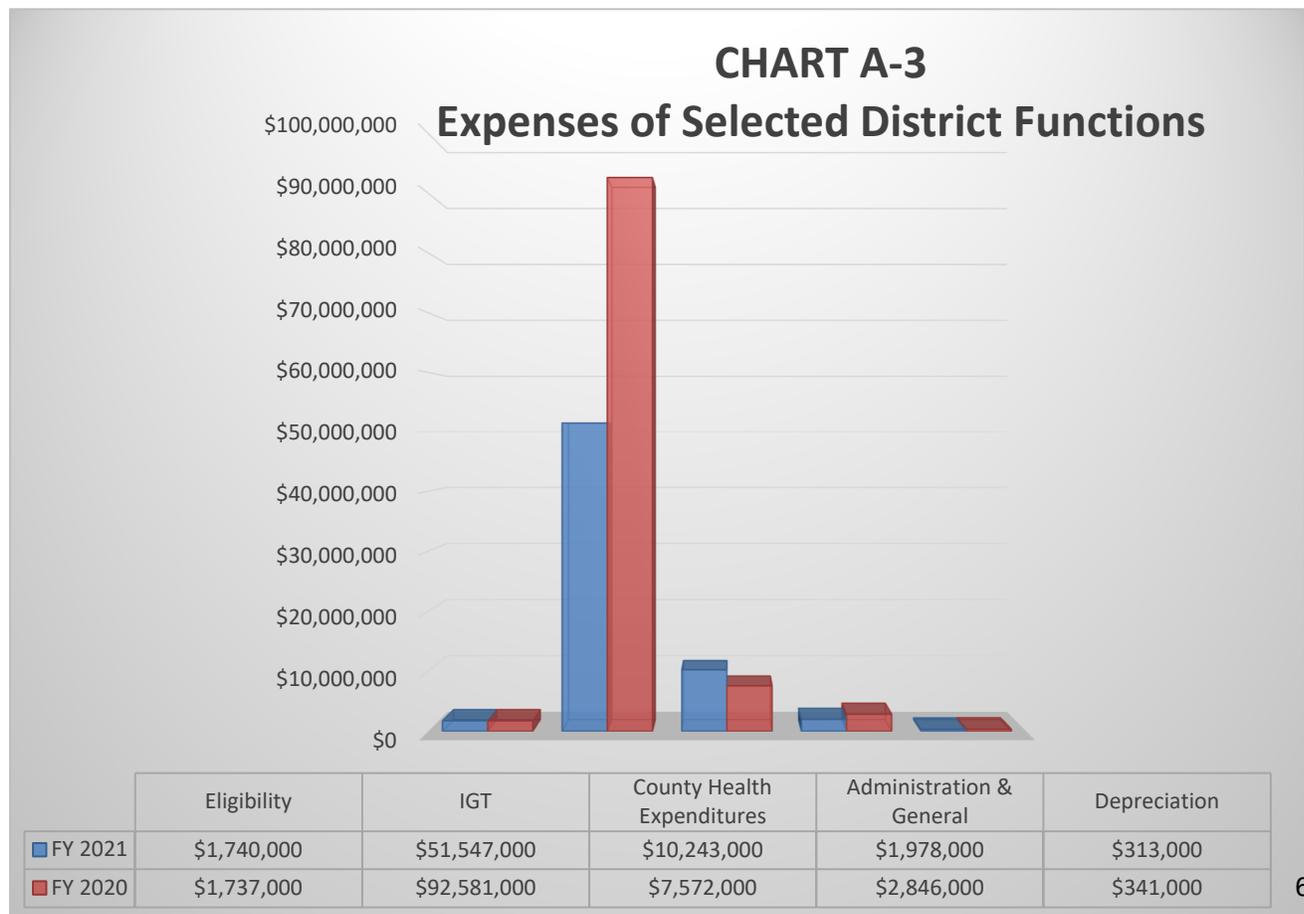
In Fiscal Year 2021, the District's total revenues decreased \$77.1 million or 61.9% compared to the prior fiscal year. There were four principal sources of revenue for the District. The initial source of revenue is from ad valorem taxes levied on Nueces County property owners based on assessed valuations. These tax revenues increased by \$1.3 million or 3.5% and accounted for 77.7% of total revenues compared to 28.6% in the prior fiscal year. The District's tax rate during Fiscal Year 2021 decreased to \$0.112421 per \$100 valuation, which was 3% above the no-new-revenue tax rate. Property valuations increased by \$1.5 billion or 4.7%. The second source is from the Membership Agreement with Spohn which accounted for \$9.2 million and 19.4% of total revenue. This revenue decreased \$77.5 million, or 89.4%, resulting from a decreased net patient revenue sharing allocation percentage utilized during the fiscal year. See Note 3 for an outline of the Membership Agreement. The third source is investment income which decreased \$1.2 million or 88.6% due to lower interest rates. The final source is a Tobacco Settlement distribution from the State of Texas' tobacco litigation which increased by \$11 thousand or 1.7% compared to prior fiscal year. Additional revenue proceeds increased \$352 thousand from prior fiscal year or 202.3%. These funds largely include a reimbursement from the State for the District's assistance in operating one of the Medicaid Payment Programs in the region, federal CARES program reimbursements from Nueces County for COVID-19 Pandemic ("COVID Pandemic") related expenditures, and the receipt of an administrative fee from the newly formed LPPF program.

Net Cost of Selected District Functions September 30, 2021 and 2020 (In Thousands)

	<u>2021</u>	<u>2020</u>	<u>2021-2020</u> <u>Variance</u>
Eligibility	\$ 1,740	\$ 1,737	\$ 3
Intergovernmental Transfers (IGT)	51,547	92,581	(41,034)
County Healthcare Expenditures	10,243	7,572	2,671
Administration and General	1,978	2,846	(868)
Depreciation	313	341	(28)
TOTAL	<u>\$ 65,821</u>	<u>\$ 105,077</u>	<u>\$ (39,256)</u>

Expenses

The expenses of the District’s functions in Fiscal Year 2021 decreased \$39.3 million or 37.4% compared to the prior fiscal year. The District’s health functions include intergovernmental transfers and county healthcare expenditures. The District’s largest amount of costs is voluntary intergovernmental transfers to the State for the Medicaid Payment Programs for the benefit of various regional health care providers who provide indigent healthcare. The intergovernmental transfers draw down additional Medicaid funds for regional providers under the Medicaid Payment Programs. This cost totaled \$51.5 million in Fiscal Year 2021 and represented 78.3% of all functional expenditures. The second largest amount of cost is \$10.2 million for county healthcare expenditures which relates to the District’s support of other healthcare services in Nueces County. The District directly or indirectly pays for non-indigent healthcare-related service costs that were paid by Nueces County in earlier years. These costs include expenses such as emergency medical services, county jail and juvenile detention center healthcare services, reimbursement of operating expenditures at the City/County Public Health Department, match, and other subsidies for the Nueces Center for Mental Health and Intellectual Disabilities and costs associated with operation of the County Jail’s infirmary. This cost increased \$2.7 million or 35.3% in Fiscal Year 2021 compared to the prior fiscal year. County healthcare expenditure costs represented 15.6% of all the District’s net costs in Fiscal Year 2021 compared to 7.2% in the prior fiscal year. The two other costs of the District were Administrative and General and Eligibility determination costs. Collectively, these costs decreased \$865 thousand or 18.9% during Fiscal Year 2021 compared to the prior fiscal year. Major costs in this category were legal fees, consulting fees, rents, supplies, purchased services, and salaries and benefits. Administrative and General costs represented 3.0% of all net costs in Fiscal Year 2021 compared to 2.7% in the prior fiscal year. Eligibility costs represented 2.6% of all net costs in Fiscal Year 2021 compared to 1.7% in the prior fiscal year. Please refer to Table A-3 for details of Chart A-3 below relating to the District’s net cost of selected functions.



General Fund Budgetary Highlights

Expectations for the District's general fund budget were surpassed during Fiscal Year 2021.

Revenues

Revenues exceeded budget by \$4.1 million. The excess is partially attributed to revenue resulting from the Membership Agreement, which surpassed budget by \$2.7 million. The surplus is due to the use of an estimate of the Membership Agreement's initial revenue sharing allocation percentage between the District and Spohn when the Fiscal Year 2021 budget was developed; due to the difficulty in projecting Spohn's net patient revenues, the District is only able to estimate the Membership Agreement-related sharing allocation. Ad valorem tax revenue combined with penalties and interest, exceeded budget by \$1.3 million. Investment income also exceeded budget by \$944 thousand. Finally, other income, including a reimbursement from the State for the District's assistance in operating one of the State's Medicaid Payment Programs in the region, recovery of certain prior fiscal year's expenses, and jail health care reimbursements from another governmental entity, surpassed budget by approximately \$407 thousand. This was mainly due to unbudgeted COVID-19 reimbursed expenditures and receipt of the newly formed LPPF administrative fee.

Expenditures

Expenditures were less than budget by \$18.9 million. Of the expenditures less than budget, \$11.3 million was associated with Medicaid Payment Programs-related intergovernmental transfers from the District. Due to the complex nature of the calculations of intergovernmental transfers, the District is only able to approximate an amount at the time its budget is adopted. The District had also received various refunds relating to prior year's payment program reconciliations. County Services were under budget by \$5.6 million primarily due to overestimated jail diversion program costs and unspent funds budgeted for a COVID Pandemic-related patient care unit. Personal services were less than budget by \$397 thousand due to the increased utilization of the District's paid-time-off accrued liability and less than maximum participation of certain benefit programs. Contractual Services were under budget this year by \$1.4 million mainly due to less utilization of legal fees and consultant fees for one of the Medicaid Payment Programs. The Materials and Supplies category was under budget by \$43 thousand; and finally, the Other category which includes office lease and administrative expenditures ended under budget by approximately \$23 thousand.

CAPITAL ASSETS

The District had \$6.5 million in net capital assets at the end of September 30, 2021. The breakdown of the capital assets is as follows:

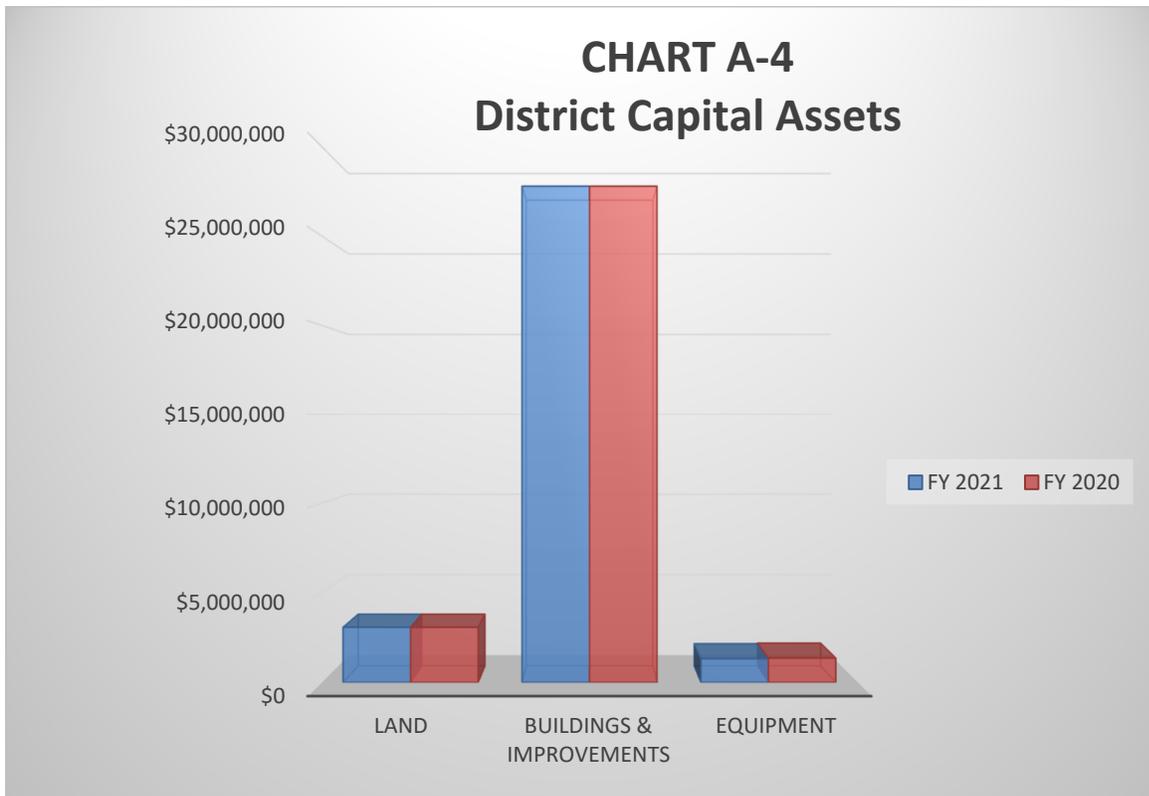
TABLE A-4
Nueces County Hospital District's Capital Assets
September 30, 2021 and 2020
(In Thousands)

	<u>2021</u>	<u>2020</u>	<u>2021-2020</u> <u>Variance</u>
Land	\$ 3,077	\$ 3,077	\$ --
Buildings and Improvements	27,760	27,760	-
Equipment	<u>1,319</u>	<u>1,356</u>	<u>(37)</u>
Total	32,156	32,193	(37)
Less: Accumulated Depreciation	<u>25,648</u>	<u>25,405</u>	<u>243</u>
NET CAPITAL ASSETS	<u>\$ 6,508</u>	<u>\$ 6,788</u>	<u>\$ (280)</u>

Under terms of the Membership Agreement, the District contributed the use of its former hospital Memorial Medical Center (“MMC”) buildings and equipment to Spohn; and Spohn is responsible for maintaining the buildings and equipment, and the purchase of any medical and other equipment needed during the Agreement’s term. The Membership Agreement requires that Spohn spend \$600 thousand on upkeep of the buildings and equipment in each calendar year starting in 2017 and thereafter. Please refer to Note 8 - Capital Assets of the Financial Statements for more details on capital assets.

During Fiscal Year 2021, net capital assets decreased by \$280 thousand mostly due to depreciation and surplus equipment auctions during the year.

Please refer to Table A-4 for details of Chart A-4 relating to the District’s Capital Assets.



Economic Factors, Next Year’s Budget, Tax Rates and Property Valuations, and Financial Planning

Economic Factors

For the forthcoming fiscal year and subsequent fiscal years, the COVID-19 Pandemic (“COVID Pandemic”), possible expiration of the Medicaid waiver program, State budget pressures and shifting priorities may alter funding, services, programs, or eligibility for its Medicaid program which could affect enrollments in the District’s indigent health care program. Texas has the highest health care uninsured rate in the nation and the County’s rate is among the highest in the State. The benefits of the Patient Protection and Affordable Care Act (P.L. 111-148) and the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) legislation that was intended to reduce the number of health care uninsured persons and expand Medicaid has not yet been realized in Texas; during the forthcoming District fiscal year, these unrealized benefits may affect the number of persons enrolled in the District’s indigent health care program. Additionally, the P.L. 111-148 individual mandate to carry health insurance was repealed effective 2020; during the forthcoming District fiscal year, this action may affect the number of persons enrolled in the District’s indigent health care program. In addition, federal regulations could limit the methods States can use to finance the non-federal share of Medicaid Program Payments, jeopardizing the availability and/or continuation of indigent health care services in the community. Finally, expansive changes could occur to the Patient Protection and Affordable Care Act, Health Care and Education Reconciliation Act, and the Medicaid program because of changes to national health policy.

Next Year's Budget, Tax Rates, and Property Valuations

Budget

For the District's forthcoming fiscal year ending September 30, 2022 ("Fiscal Year 2022"), the District's Board of Managers and County Commissioners Court approved a District operating budget wherein expenditures exceed revenues by only \$209 thousand in an effort to transition to a balanced budget compared to prior years. Revenues are budgeted at \$47.3 million, a 13.9% increase compared to the prior fiscal year. Expenditures are budgeted at \$47.5 million, a 43.8% decrease compared to the prior fiscal year.

Tax Rates and Property Valuations

The property valuations for the District's Fiscal Year 2022 are \$35.3 billion, an increase of 5.0% from the prior year. To offset this increase, County Commissioners Court has decreased the District's tax rate for the Fiscal Year 2022 budget to \$0.111502 per \$100 valuation, which is 5% above the no-new-revenue tax rate. The Fiscal Year 2022 budget estimates include tax revenues of \$37.1 million, an increase of \$2.3 million or 6.5% over Fiscal Year 2021. Certain prior year refinery related property value lawsuits are still pending and potential refunds have been applied to the tax revenue budget. The District expects tax base expansion and increases in property values to approximate recent years.

Financial Planning

The District does not receive State or federal funding for provision of indigent health care. However, the District expects to continue receiving de minimis reimbursement annually from the State for the District assisting it in operating one of the Medicaid Payment Programs in the region; however, the Program's extension was rescinded and may not be reinstated for Fiscal Year 2022. The District expects that the Membership Agreement's revenue sharing allocation percentage between the District and Spohn will be insufficient to support some of the District's objectives in the forthcoming fiscal year and the District will rely on its reserves to fund operations to a greater degree than the prior year. In addition, during Fiscal Year 2022, either party has the option to terminate the Membership Agreement and the revenue resulting to the District from the Agreement could end and impact Fiscal Year 2023. Federal regulations governing certain provisions of the Membership Agreement and past State actions relating to certain disallowances may potentially affect future performance of the Agreement; it is possible that the current permitted use of a combination of tax, LPPF and Membership Agreement-related revenues by the District to make voluntary intergovernmental transfers to the State in support of the Medicaid Payment Programs could change in the future.

CONTACTING DISTRICT MANAGEMENT

These District financial statements are designed to provide our citizens, taxpayers, elected officials, investors, creditors, and others with a general overview of the District's financial position and results of operations, to demonstrate the District's accountability for the tax and other funds it receives, and show how the District's funds are used. Questions concerning any of the information contained in these statements or requests for additional statement information can be directed to the District at:

Nueces County Hospital District
Administrative Offices
555 N. Carancahua St., Suite 950
Corpus Christi, TX 78401-0835
Telephone: (361) 808-3300
Facsimile: (361) 808-3274
<http://www.nchdcc.org/contact.cfm>

HISTORICAL AUDITED FINANCIAL STATEMENTS

Recent historical audited financial statements of the District are available via the Internet and can be viewed or downloaded in Portable Document Format from www.nchdcc.org/financial.cfm.

Basic Financial Statements

NUECES COUNTY HOSPITAL DISTRICT

(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)

GOVERNMENTAL FUNDS BALANCE SHEET / STATEMENT OF NET POSITION

SEPTEMBER 30, 2021

ASSETS	<u>GENERAL</u>	<u>INDIGENT CARE FUND</u>	<u>TOBACCO SETTLEMENT FUND</u>
Cash and Cash Equivalents (Note 4)	47,508,555	30,733,737	837
Cash Restricted for Local Provider Participation Fund (Note 16)	17,763,075	--	--
Investments (Note 4 and Note 5)	--	25,706,663	--
Accrued Interest	--	21,394	--
Taxes Receivable Net Of Allowance for Uncollectibles (Note 7 and 9):	2,782,623	--	--
Other Receivables	11,262	--	--
Prepaid Expenditures	170,415	--	--
Land (Note 8)	--	--	--
Other Capital Assets, net of Accumulated Depreciation (Note 8)	--	--	--
TOTAL ASSETS	<u>68,235,930</u>	<u>56,461,794</u>	<u>837</u>

Exhibit 1

GOVERNMENTAL FUNDS TOTAL	ADJUSTMENTS EXHIBIT 2	STATEMENT OF NET POSITION
78,243,129	--	78,243,129
17,763,075	--	17,763,075
25,706,663	--	25,706,663
21,394	--	21,394
2,782,623	--	2,782,623
11,262	--	11,262
170,415	--	170,415
--	3,076,926	3,076,926
--	3,430,915	3,430,915
124,698,561	6,507,841	131,206,402

(Continued)

NUECES COUNTY HOSPITAL DISTRICT

(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)

GOVERNMENTAL FUNDS BALANCE SHEET / STATEMENT OF NET POSITION

SEPTEMBER 30, 2021

LIABILITIES	<u>GENERAL</u>	<u>INDIGENT CARE FUND</u>	<u>TOBACCO SETTLEMENT FUND</u>
Accounts Payable	2,807,590	--	--
Accrued Payroll and Related Liabilities	246,444	--	--
Unearned Revenue (Note 9)	2,782,623	--	--
Long-term Liabilities-			
Accrued Paid Time Off (Note 10)	--	--	--
Due to Local Provider Participation Fund			
Fund (Note 16)	17,763,075	--	--
TOTAL LIABILITIES	23,599,732	--	--
 FUND EQUITY/NET POSITION			
Fund Balances:			
Nonspendable	170,415	--	--
Committed to: (Note 13)			
Intergovernmental Transfers	17,421,612	--	--
Indigent Care	--	56,461,794	--
Assigned to County Health Care	--	--	837
Unassigned	27,044,171	--	--
Total Fund Equity	44,636,198	56,461,794	837
 TOTAL LIABILITIES AND FUND EQUITY	68,235,930	56,461,794	837
 Net Position:			
Net Investment in Capital Assets			
Unrestricted			
 TOTAL NET POSITION			

The notes to the financial statements are an integral part of this statement.

Exhibit 1
Continued

GOVERNMENTAL FUNDS TOTAL	ADJUSTMENTS EXHIBIT 2	STATEMENT OF NET POSITION
2,807,590	--	2,807,590
246,444	--	246,444
2,782,623	(2,782,623)	--
--	53,485	53,485
17,763,075	--	17,763,075
23,599,732	(2,729,138)	20,870,594
<hr/>		
170,415	(170,415)	--
17,421,612	(17,421,612)	--
56,461,794	(56,461,794)	--
837	(837)	--
27,044,171	(27,044,171)	--
101,098,829	(101,098,829)	--
<hr/>		
<u>124,698,561</u>		
	6,507,841	6,507,841
	103,827,967	103,827,967
	<hr/>	
	110,335,808	110,335,808
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NUECES COUNTY HOSPITAL DISTRICT**(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)****EXPLANATIONS FOR ADJUSTMENTS TO RECONCILE
GOVERNMENTAL FUNDS - BALANCE SHEET TO THE STATEMENT OF NET POSITION**

Total Fund Balance - Total Governmental Funds	101,098,829
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds. The cost of the assets is \$29,078,644 and the accumulated depreciation is \$25,647,730 (Note 8)	6,507,841
Taxes receivable, net of allowance is not available to pay for current period expenditures and is, therefore, deferred in the governmental funds. (Note 7)	2,782,623
Long-Term liabilities, include accrued paid time off, are not due and payable in the current period and, therefore, are not reported in the funds. (Note 10)	<u>(53,485)</u>
NET POSITION	<u><u>110,335,808</u></u>

The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT

(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)

**STATEMENT OF GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES/STATEMENT OF ACTIVITIES**

YEAR ENDED SEPTEMBER 30, 2021

	<u>GENERAL</u>	<u>INDIGENT CARE FUND</u>	<u>TOBACCO SETTLEMENT FUND</u>
Revenues:			
Taxes	35,512,132	--	--
Penalties and Interest - Taxes	308,559	--	--
Spohn Corporate Membership Revenue	9,211,595	--	--
Investment Income	32,084	117,102	9
Tobacco Settlement	--	--	671,991
Other	527,058	--	--
Total Revenue	<u>45,591,428</u>	<u>117,102</u>	<u>672,000</u>
Expenditures/Expenses:			
General Government	1,966,012	--	--
Health	63,530,261	--	--
Depreciation	--	--	--
Capital Outlay	33,444	--	--
Total Expenditures/Expenses	<u>65,529,717</u>	<u>--</u>	<u>--</u>
Excess of Revenues Over Expenditures/Expenses	(19,938,289)	117,102	672,000
Other Financing Sources (Uses):			
Transfers In (Note 14)	672,000	--	--
Transfers Out (Note 14)	--	--	(672,000)
Total Other Financing Sources (Uses)	<u>672,000</u>	<u>--</u>	<u>(672,000)</u>
Net Change in Fund Balance/Net Position	(19,266,289)	117,102	--
Fund Balance/Net Position, Beginning of Year	<u>63,902,487</u>	<u>56,344,692</u>	<u>837</u>
FUND BALANCE/NET POSITION, END OF YEAR	<u>44,636,198</u>	<u>56,461,794</u>	<u>837</u>

The notes to the financial statements are an integral part of this statement.

Exhibit 3

GOVERNMENTAL FUNDS TOTAL	ADJUSTMENTS EXHIBIT 4	STATEMENT OF ACTIVITIES
35,512,132	1,023,073	36,535,205
308,559	--	308,559
9,211,595	--	9,211,595
149,195	--	149,195
671,991	--	671,991
527,058	(679)	526,379
<u>46,380,530</u>	<u>1,022,394</u>	<u>47,402,924</u>
1,966,012	12,131	1,978,143
63,530,261	--	63,530,261
--	312,748	312,748
33,444	(33,444)	--
<u>65,529,717</u>	<u>291,435</u>	<u>65,821,152</u>
(19,149,187)	730,959	(18,418,228)
672,000	(672,000)	--
(672,000)	672,000	--
<u>--</u>	<u>--</u>	<u>--</u>
(19,149,187)	730,959	(18,418,228)
<u>120,248,016</u>	<u>8,506,020</u>	<u>128,754,036</u>
<u>101,098,829</u>	<u>9,236,979</u>	<u>110,335,808</u>

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NUECES COUNTY HOSPITAL DISTRICT**(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)****EXPLANATIONS FOR ADJUSTMENTS TO RECONCILE
GOVERNMENTAL FUNDS - STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES**

Net Change in Fund Balances - Total Governmental Funds	(19,149,187)
--	--------------

Amounts reported for governmental activities in the statement of net position are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation of \$312,748 was more than capital outlays of \$33,444 and loss on disposal of assets of \$679 in the current period. (Note 8)	(279,983)
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Revenues from uncollected taxes that do not provide current financial resources are included in the statement of activities and not reported as revenues in the governmental funds.	1,023,073
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Expenses accrued for employees paid time off in the statement of activities that do not use current financial resources are not reported as expenses in the governmental funds.	<u>(12,131)</u>
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CHANGE IN NET POSITION	<u><u>(18,418,228)</u></u>
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The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT
(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)

GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL

YEAR ENDED SEPTEMBER 30, 2021

	<u>ORIGINAL AND FINAL BUDGET</u>	<u>ACTUAL GAAP BASIS</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
Revenues:			
Taxes	34,531,245	35,512,132	980,887
Penalties and Interest - Taxes	345,312	308,559	(36,753)
Spohn Corporate Membership Revenue	6,500,000	9,211,595	2,711,595
Investment Income	15,068	32,084	17,016
Other	120,000	527,058	407,058
Total Revenues	<u>41,511,625</u>	<u>45,591,428</u>	<u>4,079,803</u>
Expenditures:			
Current:			
General Government			
Administration:			
Personal Services	709,135	615,587	93,548
Materials and Supplies	70,150	42,525	27,625
Contractual Services	2,122,030	1,142,313	979,717
Other	181,960	165,183	16,777
Total Administration	<u>3,083,275</u>	<u>1,965,608</u>	<u>1,117,667</u>
Facilities Management -			
Materials and Supplies	1,300	404	896
Total General Government	<u>3,084,575</u>	<u>1,966,012</u>	<u>1,118,563</u>
Health:			
Personal Services	1,477,236	1,173,903	303,333
Materials and Supplies	43,700	28,136	15,564
Contractual Services	913,250	534,515	378,735
Intergovernmental Transfers (Note 12)	62,881,100	51,547,093	11,334,007
County Services	15,906,930	10,243,410	5,663,520
Other	9,500	3,204	6,296
Total Health	<u>81,231,716</u>	<u>63,530,261</u>	<u>17,701,455</u>
Capital Outlay	127,000	33,444	93,556
Total Current Expenditures	<u>84,443,291</u>	<u>65,529,717</u>	<u>18,913,574</u>
Excess of Revenues Over (Under) Expenditures	(42,931,666)	(19,938,289)	22,993,377
Other Financing Sources (Uses)-			
Transfers In	550,000	672,000	122,000
Total Other Financing Sources	<u>550,000</u>	<u>672,000</u>	<u>122,000</u>
Net Change in Fund Balance	<u>(42,381,666)</u>	<u>(19,266,289)</u>	<u>23,115,377</u>
Fund Balance, Beginning of Year		<u>63,902,487</u>	
FUND BALANCE, END OF YEAR		<u><u>44,636,198</u></u>	

The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT
(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)
INDIGENT CARE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2021

	<u>ORIGINAL AND FINAL BUDGET</u>	<u>ACTUAL GAAP BASIS</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
Revenues -			
Investment Income	84,321	117,102	32,781
	84,321	117,102	32,781
Net Change in Fund Balance	<u>84,321</u>	<u>117,102</u>	<u>32,781</u>
Fund Balance, Beginning of Year		<u>56,344,692</u>	
FUND BALANCE, END OF YEAR		<u>56,461,794</u>	

The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT**(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)****TOBACCO SETTLEMENT FUND****STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**
BUDGET (GAAP BASIS) AND ACTUAL**YEAR ENDED SEPTEMBER 30, 2021**

	<u>ORIGINAL AND FINAL BUDGET</u>	<u>ACTUAL GAAP BASIS</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
Revenues:			
Tobacco Settlement	550,000	671,991	121,991
Investment Income	--	9	9
Total Revenues	<u>550,000</u>	<u>672,000</u>	<u>122,000</u>
Other Financing Uses -			
Transfers Out	<u>(550,000)</u>	<u>(672,000)</u>	<u>(122,000)</u>
Total Other Financing Uses	<u>(550,000)</u>	<u>(672,000)</u>	<u>(122,000)</u>
Net Change in Fund Balance	<u> --</u>	<u> --</u>	<u> --</u>
Fund Balance, Beginning of Year		<u>837</u>	
FUND BALANCE, END OF YEAR		<u>837</u>	

The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT
(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)

FIDUCIARY FUNDS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2021

	HEALTH BENEFIT PLAN AND TRUST FUND
ASSETS	
Cash and Cash Equivalents (Note 4)	96,003
Accrued Interest	1
Total Assets	96,004
 LIABILITIES	
Due to General Fund	8,734
 NET POSITION	
Held in Trust for Employee Health Benefits	87,270

The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT
(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)
FIDUCIARY FUNDS
STATEMENT OF CHANGES IN NET POSITION
YEAR ENDED SEPTEMBER 30, 2021

	<u>HEALTH BENEFIT PLAN AND TRUST FUND</u>
ADDITIONS	
Interest	12
DEDUCTIONS	
Administration and General	1,446
Employee Benefits	26,388
Total Deductions	<u>27,834</u>
Net Decrease	(27,822)
Net Position, Beginning of Year	<u>115,092</u>
NET POSITION, END OF YEAR	<u><u>87,270</u></u>

The notes to the financial statements are an integral part of this statement.

NUECES COUNTY HOSPITAL DISTRICT
(A COMPONENT UNIT OF NUECES COUNTY, TEXAS)
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Note 1 – REPORTING ENTITY

Nueces County Hospital District (the District), a discretely presented component unit of Nueces County, Texas (the County), was made available by an Act of the Legislature of the State of Texas and subsequently approved by the voters of Nueces County, Texas. The District is legally separate from the County; however, members of the District’s governing board (the Board) are appointed by the County Commissioners’ Court.

The District has no component units as defined by Governmental Accounting Standards Board. Although the District and County Commissioners’ Court appoint three of the members of the Board of Trustees of CHRISTUS Spohn Health System (“Spohn”) as part of the Spohn Membership Agreement between the two parties, Spohn does not qualify as a component unit. The District does not approve the budget of Spohn, nor have any rights to surpluses of Spohn. However, Spohn shares certain revenues with the District pursuant to the terms of the Agreement.

Additionally, the District serves as the Region 4 Anchor and funds voluntary intergovernmental transfers (IGTs) for certain healthcare providers under provisions of the Texas Health and Human Services Commission’s (HHSC) Medicaid Payment Programs. This allows Spohn and certain other Region 4 healthcare providers to participate in supplemental Medicaid Payment Programs.

Formation and Background

The District is a tax-supported governmental entity authorized by the Constitution of the State of Texas, the creation of which was approved by the voters of Nueces County in 1967. Pursuant to Chapter 281 of the Texas Health and Safety Code, the District assumed full responsibility for furnishing medical and hospital care for indigent and needy persons residing in the District beginning on the date on which taxes were collected for the District. The Commissioners Court is authorized to levy hospital district taxes on property located within the District whose boundaries are coterminous with the County. Chapter 281 allows the District to use funds from any source to fund indigent health care and intergovernmental transfers from the District to the state for use as the nonfederal share of Medicaid supplemental payment programs or waiver program payments.

The District is governed by a Board of Managers, whose members are appointed by the Commissioners Court. The Commissioners Court has final approval of the District’s operating budget and tax rate. The Commissioners Court has the authority to levy on all property subject to District taxation a tax not to exceed seventy-five cents (\$.75) on each \$100 valuation of all taxable property within the District.

Note 1 – REPORTING ENTITY – (Continuation)

1996 Transaction

Historically, the Nueces County Hospital District (the “District”) owned and operated Memorial Medical Center (“Memorial”). Memorial served as the safety-net hospital in Nueces County providing indigent care services to the needy, consistent with the District’s role as a Chapter 281 hospital district. In 1996, through a series of agreements (the “1996 Transaction”) which include a Master Agreement, Lease Agreement, and Indigent Care Agreement, (collectively, the “1996 Transaction Agreements”), the District leased Memorial to Spohn and Spohn assumed the responsibility to operate Memorial in Nueces County, with obligations for Spohn to provide indigent care and for the District to utilize its ad valorem tax revenues to fund the provision of indigent care by Spohn in Nueces County.

Renegotiation of 1996 Transaction

During the 2011 – 2012 timeframe, Spohn started facing significant capital costs due to the deteriorating condition of its hospital facilities in Corpus Christi, particularly the Memorial hospital facility. Spohn’s options to address these capital needs were somewhat limited by the 1996 Transaction Agreements, through which Spohn assumed a 30-year responsibility for the maintenance and operations of the Memorial facility. In addition to the lease rate for the Memorial facility and the District’s other assets and Spohn’s obligation to maintain the facilities in a commercially reasonable manner, Spohn had also agreed to invest at least \$6 million per year in capital improvements and equipment at the Memorial campus, the neighborhood clinics, and the physician office buildings. In 2011, Spohn began the process of evaluating a transformative capital project in the Nueces County market, with the goal to shift the delivery of care towards a focus on more appropriate outpatient care venues and better coordination across the care continuum, rather than simply retrofitting the existing hospital inpatient infrastructure. In order for the parties to make significant changes to the infrastructure, Spohn desired more flexibility than what was available under the 1996 Transaction documents; in particular, it desired to align the interests of the District and Spohn more closely and to relax or remove its contractual commitment to maintain the existing facilities, including the Memorial facility owned by the District. CHRISTUS Health, Spohn’s parent organization, ultimately approved a \$325 million capital investment in 2013 in the Corpus Christi market, after Spohn’s transition to the co-membership/ownership role with the District discussed below.

Recognizing the constraints placed on their strategic planning efforts due to the historical structure, the parties invoked the process outlined in the 1996 Transaction that allowed for the District and Spohn to renegotiate the agreements between the parties in the event there was an adverse material change in government reimbursement. The parties therefore included in the 1996 Transaction documents a right to renegotiate changes in their relationship in the event there was a substantial reduction in government program funding for Spohn. On invoking this process to assess the risk of adverse material change in government reimbursement to Spohn, the parties also identified opportunities to improve the delivery of care in the Coastal Bend communities.

2012 Spohn Membership Agreement

The parties structured the Spohn Membership Agreement (“2012 Membership Agreement”) in 2012 to further support their efforts to more closely and comprehensively collaborate and align the operations of the District and Spohn as a governmental and public provider. Effective September 30, 2012, the parties entered into a Memorandum of Understanding (“MOU”) to effectuate termination of the 1996 Transaction Agreements. Pursuant to the terms of the MOU, the parties agreed to terminate the 1996 Transaction Agreements. The parties also agreed in the MOU to the reinstatement of the 1996 Transaction Agreements to be effective upon the termination of the 2012 Membership Agreement, subject to certain amendments to the 1996 Transaction Agreements (including to the Lease Agreement) which are attached to the MOU. At the same time, the parties entered into the 2012 Membership Agreement, effective October 1, 2012, pursuant to which the District became a co-member in Spohn along with CHRISTUS Health, with the rights, privileges, obligations, and duties attendant to such role. The parties intended that Spohn would continue to serve as the public safety-net hospital in Corpus Christi. In order to reflect the District as a co-member in Spohn, the parties revised Spohn’s corporate documents, and submitted the appropriate enrollment change documents to the Medicare fiscal intermediary and the State related to its Medicare and Medicaid provider agreements.

The District also provided Spohn the right to continue to use and operate the Memorial facilities and granted Spohn the right to make material alterations to the Memorial facilities upon reasonable review of the District. Spohn continues to have the right to use Memorial, the Memorial campus, and other facilities without a rental obligation. The Agreement carries over most of the other duties and responsibilities from the Lease. The District also agreed to reduce Spohn’s obligation to make \$6 million in capital expenditures per year for Memorial and the District’s other facilities in the event such material alterations were made.

The parties agreed that each co-member of Spohn was entitled to an allocated portion of the funds as part of their co-membership/ownership role, commensurate with their liability for Spohn’s operating losses. Specifically, under the 2012 Membership Agreement, the co-members agreed to remit to Spohn their pro rata share of any operating loss deficits within a specified timeframe. Upon implementation of the 2012 Membership Agreement, CHRISTUS Health and the District were co-members in the Spohn corporate entity. CHRISTUS Health continued to receive its management fees and other revenue from Spohn’s operations in return for the support services it furnished to Spohn. In exchange for the District’s support of Spohn and its assumption of economic risk and the various tangible and intangible economic and other benefits the District granted to Spohn, the District was entitled to an allocated portion of the funds Spohn had available for distribution to its co-members—i.e., a share of the Spohn nonfederal net patient revenue negotiated annually based on Spohn’s operating budget and projected operating margin for the upcoming year.

2015 Transaction

In September 2012, Spohn issued a Notice of Material Alteration to the District in accordance with the Membership Agreement requesting to, among other things, demolish the MMC hospital building, construct a 40,000 square foot outpatient clinic on the MMC campus to be known as the Dr. Hector P. Garcia—Memorial Family Health Center (“Family Health Center”), and relocation of Memorial’s inpatient beds and trauma services to Spohn’s Shoreline hospital following the redesign of Shoreline. The parties then entered into a binding Letter of Intent. Under the Letter of Intent, the District approved Spohn’s material alteration plans as described in the Notice. The parties also agreed to amend the Membership Agreement and MOU to make the following changes:

Note 1 – REPORTING ENTITY – (Continuation)

- Authorize Spohn to construct the Family Health Center on the MMC campus, transition MMC inpatient beds, emergency room, and trauma services to Spohn’s Shoreline hospital, and subsequently demolish the MMC hospital facility.
- Require Spohn to continue to (1) provide inpatient and outpatient indigent care services to Nueces Aid enrollees at the same levels as during prior periods through 2036; (2) make certain outpatient services available to Nueces Aid enrollees at the Family Health Center; (3) ensure appropriate availability of inpatient and outpatient psychiatric and behavioral health services to indigents at a location in Corpus Christi, Texas and analyze the most appropriate facility for such services in conjunction with House Bill 3793, 83rd Legislature, Regular Session, 2013 Plan for the Appropriate and Timely Provision of Mental Health Services, (4) ensure the community has constant access to an emergency department equipped to provide Level II trauma services at Shoreline prior to the demolition of the MMC hospital facility; (5) maintain at least two graduate medical education programs with comprehensive resident training available in both programs; and (6) make adequate and appropriately furnished and equipped space available at the Family Health Center for the District’s enrollment officers and receptionist.
- Require Spohn to renovate Spohn’s Shoreline hospital to enable it to have a sufficient number of inpatient beds, achieve Level II Trauma Center designation, and address emergency department capacity issues prior to the demolition of the MMC hospital facility.
- Following the termination of the Membership Agreement, (1) obligate Spohn to continue to provide lease payments to the District as previously required prior to the termination of the Lease and to pay \$1 million per year in lease payments from 2026 through 2036 and (2) reduce the District’s payments to Spohn for providing indigent care services to Nueces Aid enrollees with no inflator.
- Gradually reset Spohn’s obligations to make capital expenditures related to the MMC campus but requires Spohn to place in escrow the difference between the amounts it would have been obligated to make for capital expenditures and the reduced capital expenditure obligations until Spohn completes various of its obligations under the Letter of Intent.

Following the parties’ entry into the Letter of Intent, the District’s Board of Managers issued a resolution formally authorizing the closure and demolition of the MMC hospital facility.

Effective November 2015, the Parties entered into an Amended and Restated Membership Agreement and Amended and Restated MOU (which include amendments to the suspended Master Agreement, Lease, and Revised and Restated Indigent Care Agreement) to memorialize the parties’ various agreements under the Letter of Intent. The parties also entered into an Escrow Agreement with Bank of America serving as the escrow agent to maintain the funds that Spohn will deposit into escrow to secure its commitments under the Amended and Restated Membership Agreement and Amended and Restated MOU. During 2022, either party has the option to terminate the amended and restated Membership Agreement.

Note 1 – REPORTING ENTITY – (Continuation)

Memorial Campus

The District is considering various health care related options for future use of the Memorial campus following demolition; Spohn is not obligated to complete its demolition of Memorial Hospital until September 30, 2023. The Memorial Hospital Building continues to be utilized to provide inpatient psychiatric services and office space for Spohn. Certain parking lots of the Hospital campus are leased from Spohn by Nueces County to provide drive-thru COVID-19 testing and related immunizations for the community. Governmental Accounting Standards Board No. 42 *Accounting and Financial Reporting for Impairment of Capital Assets* requires that assets no longer used by the government be reported at the lower of carrying value or fair value. Management has determined that the carrying value of \$222,398 is lower than fair value. Therefore, an impairment adjustment is not required.

Note 2 – SIGNIFICANT ACCOUNTING POLICIES

The District is a special purpose government engaged in a single governmental program, GASB allows the District to combine the required fund financial statements and government-wide statements.

A. Basic Financial Statements

The Basic financial statements include combined government-wide (based on the District as a whole) and fund financial statements.

The Government-wide statements are included in the combined statements of Exhibit 1 and 3 as the Statement of Net Position and Statement of Activities Column. The government-wide statements focus more on the substantiality of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period.

The fund financial statements emphasis is on the major funds which for the District are the general fund and the indigent care fund. There is one non-major fund: The Tobacco Settlement Fund.

The governmental funds statements in the fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. This presentation is deemed most appropriate to (1) demonstrate legal and covenant compliance, (2) demonstrate the source and use of liquid resources, and (3) demonstrate how the District's actual experience conforms to the budget or fiscal plan. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements a reconciliation is presented in Exhibit 2 and 4 which briefly explains the adjustment necessary to transform the fund based financial statements columns into the government-wide presentation called the statement of net position and statement of activities column.

The District's fiduciary fund is presented in the basic financial statement as separate statements. Since by definition these assets are being held for the benefit of a third party (employees and former employees) and cannot be used to finance activities or obligations of the government, these funds are not incorporated into the government-wide statements.

Note 2 – SIGNIFICANT ACCOUNTING POLICIES – (Continuation)

B. Basis of Presentation

The financial transactions of the District are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures/expenses. The various funds are reported by generic classification within the financial statements. The criteria used to determine if a governmental fund should be reported as a major fund are as follows: the total assets, liabilities, revenues or expenditures of that governmental fund are at least 10% of the corresponding element total for all governmental funds. The special revenue Tobacco Settlement Fund is reported as a major fund because it is the only other fund. The District reports the following major funds:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources, except those required to be accounted for in another fund.

Indigent Care Fund – Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than expendable trusts or major capital projects) that are legally or contractually committed to expenditures for specific purposes. They also are used to account for funds that are committed by the Board to be spent for specific purposes.

Tobacco Settlement Fund – Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally or contractually committed to expenditures for specific purposes.

Additionally, the District reports the following fund type:

Fiduciary Funds – Fiduciary funds are used to account for assets held by the District in a trustee or agency capacity for individuals, private organizations, other governments or funds. These assets are held under the terms of a formal trust agreement. The District has the following fiduciary fund type:

Expendable Trust Fund – An expendable trust fund is used to account for the Health Benefit Plan and Trust. Funds are used to offset employee health insurance premiums, employee reimbursements for out-of-pocket health care costs. The District is not under an obligation to maintain the trust principal.

C. Basis of Accounting

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of measurements made, regardless of the measurement focus applied. The government-wide financial statements and the fiduciary fund statements are presented on an accrual basis of accounting. The governmental funds in the funds financial statements are presented on a modified accrual basis.

Accrual

Revenues are recognized when earned and expenses are recognized when incurred.

Note 2 – SIGNIFICANT ACCOUNTING POLICIES – (Continuation)

Modified Accrual

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become measurable and available). “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to pay liabilities of the current period.

The District considers property tax revenues available if they are collected within sixty days after year-end. Penalties, interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Spohn corporate membership revenue and interest income are accrued, when their receipt occurs soon enough after the end of the accounting period to be both measurable and available.

Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. However, debt service expenditures, except interest payable accrued at the debt issuance date for which cash is received with the debt proceeds, as well as expenditures related to accumulated unpaid paid time off benefits which are recognized when paid.

D. Budgets and Budgetary Accounting

The Board adopts an annual budget for all funds. The annual budget and revisions must be approved by the Board of Managers and then the County Commissioners Court.

E. Cash and Cash Equivalents

Cash and Cash Equivalents include currency on hand, demand deposits with banks and amounts included in pooled cash or liquid investments with a maturity of three months or less when purchased.

F. Investments

Statutes give the District the authority to invest its funds in obligations of the United States; direct obligations of the state of Texas; other obligations guaranteed or insured by the state of Texas or the United States; obligations of states, agencies, counties, or cities of any state that have been rated not less than one or its equivalent by a nationally recognized investment firm; certificates of deposit guaranteed insured or secured by approved obligations; certain commercial paper; fully collateralized repurchase agreements, and Securities & Exchange Commission-registered, no-load money market mutual funds whose assets consist exclusively of approved obligations. Investments are recorded at fair value, except for investments pools which are reported at amortized costs and included in cash and cash equivalents. See Note 5 for discussion on fair value measurement.

G. Receivables and Payables

Amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the government-wide statement of net assets column of the combined financial statements. Tax receivables are shown net of an allowance for uncollectibles. The property tax receivable allowance is equal to 3% of the annual tax levy. IGTs are not accrued because they cannot be reasonably estimated and are not legal obligations of the District.

Note 2 – SIGNIFICANT ACCOUNTING POLICIES – (Continuation)

H. Capital Assets

All fixed assets are valued at historical cost if purchased or constructed. Donated fixed assets are valued at their estimated fair value on the date donated. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other cost incurred for repairs and maintenance are expensed as incurred. Depreciation on capital assets is calculated on the straight-line basis over the following estimated useful lives:

ASSETS	LIFE IN YEARS
Building and Improvements	20-40
Furniture and Equipment	10
Computer Equipment	5

I. Compensated Absences

District employees earn paid time off and sick leave. Paid time off accumulates from year to year up to a maximum of two years accrual. Semi-annually, employees can elect to be paid in lieu of utilizing paid time off and sick leave at a rate of 80% of time earned. Sick leave accumulates up to a maximum of 1,440 hours. Upon termination of employment, employees may receive pay for their unused paid time off. The cost of paid time off and sick leave is recognized when earned by employees.

J. Employee Benefit Plans

The District has a 403(b) tax sheltered annuity retirement plan and a deferred compensation plan as described in Note 15. The assets, liabilities, fund equity and operations of this plan are not presented on the District’s financial statements as both plans are independently administrated.

K. Fund Balance Classifications

The *nonspendable* fund balance includes the portion of net resources that cannot be spent because of their form or because they must be maintained intact. For the District, resources not in spendable form include prepaid items.

The *committed* fund balance includes spendable net resources that can only be used for specific purposes pursuant to constraints imposed by a formal vote of the Board of Managers no later than the close of the fiscal year. Those constraints remain binding unless removed or changed in the same manner employed to previously commit those resources.

The *assigned* fund balance includes amounts that are constrained by the District’s intent to use funds for specific purposes, but are neither restricted nor committed. Such intent should be expressed by the Board of Managers to assign amounts to be used. Constraints imposed on the use of assigned amounts can be removed with no formal Board action. The residual fund balance that is not committed in governmental funds; except the General Fund, is assigned.

The *unassigned* fund balance represents the spendable net resources that have not been restricted, committed, or assigned to specific purposes.

For the classification of Governmental Fund balances, the District considers an expenditure to be made from the most restrictive first when more than one classification is available.

Note 3 - SPOHN MEMBERSHIP AGREEMENT

The District and Spohn entered into a Spohn Membership Agreement to establish a structure for the joint membership of Spohn with the District effective October 1, 2012, as stated in Note 1. The Agreement includes (1) provisions stipulating the parameters for the healthcare services that Spohn will continue to provide to the Nueces County indigent residents during the term of the Agreement, without payment by the District to Spohn for such services, (2) operative provisions and parameters for Spohn's continued use of the District's Memorial Medical Center (MMC) facilities and satellite clinics during the term of the Agreement in a manner consistent with the substantive and maintenance provisions in the former Lease Agreement, without payment of rent by Spohn to the District for such use, and (3) a Spohn net patient revenue allocation and sharing arrangement between Spohn and the District, the amount of which is determined each year prior to October 1.

The Spohn Membership Agreement serves multiple purposes including to facilitate (1) continued provision of indigent health care services in Nueces County, (2) Spohn's and other Region 4 healthcare providers' ability to participate in Medicaid supplemental funding under the Waiver based on the providers' achievement of Waiver-related project metrics and milestones and their provision of uncompensated care, to the benefit of the Nueces County indigent residents served by the District and (3) the District's ability to serve as the Region 4 Anchor under the Waiver.

The Spohn Membership Agreement was amended and restated effective November 18, 2015 permitting Spohn to renovate and transform the MMC campus and improve facilities at its Christus Spohn Hospital Shoreline campus. Spohn has constructed a new Family Health Center on an unoccupied portion of the MMC campus, expanded its Shoreline campus Emergency Department, relocated the MMC trauma center to the Shoreline campus, and added in-patient bed capacity to that campus. With the addition, relocation, and expansions completed, the community has access to the health care services previously available at MMC and Spohn will be allowed to cease operation of and demolish MMC. During 2022, either party has the option to terminate the amended and restated Membership Agreement.

Annual Member Revenue Allocation

Each year under the Spohn Membership Agreement, Spohn and the District confer regarding the support necessary for the operations of Spohn over the ensuing fiscal year starting October 1. Spohn prepares a budget that contemplates any modifications or additions in cost to provide healthcare services at MMC and the Satellite Clinics. Upon review of the Spohn budget, economic resources of Spohn and the Members and other factors, Spohn and the District agree on a "Specified Annual Percentage", (as defined in the agreement), of Spohn's net patient revenue that the District will receive. Based on this year's estimate the District budgeted \$6,500,000 and received \$9,211,595 in member revenues for the year ended September 30, 2021.

According to management, estimating the Specified Annual Percentage for membership revenue sharing is difficult due to the number of changing factors in the health care system that affect costs, as well as, revenues. Management intends to adjust the membership revenue sharing "Specified Annual Percentage" annually according to the Spohn Membership Agreement.

Note 4 – CASH AND INVESTMENTS

The District’s investment policies and types of investments are governed by the Texas Public Funds Investment Act (“PFIA”). The District’s management believes that it has complied with the requirements of the PFIA and the District’s investment policies. At September 30, 2021, the District segmented time distribution analysis of the portfolio by market sector is as follows, including the Health Benefit Trust:

	TOTAL	INVESTMENT MATURITIES IN YEARS	
		LESS THAN ONE YEAR	ONE TO THREE YEARS
Cash and Equivalents:			
Collateralized Bank Accounts	1,050,623	1,050,623	--
Money Market Mutual Funds -			
Fiduciary Funds	96,003	96,003	--
Petty Cash	150	150	--
AAA-Rate Local Government			
Investment Pools:			
Texpool	48,690,074	48,690,074	--
Logic	21,765,233	21,765,233	--
TexStar	6,737,049	6,737,049	--
Total Cash and Equivalents	78,339,132	78,339,132	--
Investments At Fair Value:			
Federal Home Loan			
Bank	10,998,279		10,998,279
Federal Farm Credit Banks	3,999,120		3,999,120
Federal National Mortgage			
Association	8,004,768	--	8,004,768
Municipal Bond	2,704,496	--	2,704,496
Total Investments	25,706,663	--	25,706,663
TOTAL VALUE	104,045,795	78,339,132	25,706,663
% of Total Portfolio	100%	75.29%	24.71%

The District’s policy is to report money market investments and investment pools at amortized cost. U.S. Government Agency Securities are reported at fair value based on quoted market values. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value.

Investment Pools

Public funds investment pools in Texas (Pools) are established under the authority of the Interlocal Cooperation Act, Chapter 79 of the Texas Government Code and are subject to the provisions of the Public Funds Investment Act (PFIA), chapter 2256.016 of the Texas Government Code. In addition to others provision of the PFIA designed to promote liquidity and safety of principal, the PFIA requires Pools to: (1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; (2) maintain a continuous rating of no lower than AAA or AAAM or an equivalent rating by at least one nationally recognized rating service; and (3) maintain the market value of it underlying investment portfolio within one half of one percent of the value of its shares.

Note 4 – CASH AND INVESTMENTS – (Continuation)

Investment Pools – (Continuation)

All investments pools funds held by the District are rated AAAM by Standard & Poor’s and comply with the PFIA. Investment pools are included in Cash and Cash Equivalents. A more detailed description of investment pools held by the District at September 30, 2021 is as follows:

TexPool Investment Fund

Texas Local government Investment Pool (“TexPool”) operates in a manner consistent with the SEC’s Rule 2a7 of the Investment Company Act of 1940. TexPool uses amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the position in TexPool is the same as the value of TexPool shares. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure.

LOGIC Investment Pool

Local Government Investment Cooperative (LOGIC) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, chapter 79, of the Texas Government Code and the PFIA. The pool was created in April 1994 through a contract among its participating governmental units, and is governed by a board of directors (the board) to provide for the joint investments of participant’s public funds and funds under their control. J.P. Morgan Investment Management Inc. (JPMIM) has served as the investment adviser. JPMIM is an SEC registered investment adviser and an affiliate of J.P. Morgan Asset Management (JPMAM). Hilltop Securities Inc. (Hilltop) and JPMIN serve as co-administrators to LOGIC, and Hilltop provides administrative, participant support and marketing services. Hilltop Securities is a registered broker dealer, member of FINRA/SIPC, which provides financial advisory and investment banking services to governmental entities. JPMorgan Chase Bank N.A. provides custodial services. LOGIC’s policy seeks to invest pooled assets in a manner that will provide for safety of principal, liquidity in accordance with the operating requirements of the participants, and a competitive rate of return by utilizing economies of scale and professional investment expertise. S&P Global monitors pertinent pool information on a weekly basis to ensure the pool’s compliance with its rating requirements.

TexSTAR Investment Pool

Texas Short Term Assets Reserve Program (“TexSTAR”) is administered by First Southwest Company and JP Morgan Chase. TexSTAR is overseen by a five member governing board made up by three participants and one of each of the program’s professional administrators. The responsibility of the board includes the ability to influence operations, designation of management and accountability for fiscal matters. In addition, TexSTAR has a Participant Advisory Board which provides input and feedback on the operations and direction of the program and Standard and Poor’s reviews the pool on a weekly basis to ensure the pool’s compliance with its rating requirements. TexSTAR’s investment policy stipulates that it must invest in accordance with the Texas PFIA.

Note 4 – CASH AND INVESTMENTS – (Continuation)

Credit Risk

The primary stated objectives of the District's adopted Investment Policy are the safety of principal, liquidity, diversification and yield. Credit risk within the District's portfolio among the authorized investments approved by the District's adopted Investment Policy is present only in time and demand deposits, repurchase agreements, commercial paper, municipal obligations and money market mutual funds. All investments are rated AAA, or equivalent, by at least one nationally recognized rating agency. Investments are made primarily in obligations of the U.S. Government, its agencies or instrumentalities.

State law and the District's adopted Investment Policy require inclusion of a procedure to monitor and act as necessary to changes in credit rating on any investment which requires a rating. State law and the District's adopted Investment Policy also require a procedure to verify continued FDIC insurance weekly.

State law and the District's adopted Investment Policy restrict both time and demand deposits, including certificates of deposit (CD), to those banks doing business in the State of Texas and further requires full insurance and/or collateralization from these depositories (banks and savings banks). Depository certificates of deposit are limited to a stated maturity of three years. Collateral, with a 102% margin, is required and collateral is limited to obligations of the U.S. Government, its agencies or instrumentalities. Independent safekeeping is required outside the pledging bank's holding company with monthly reporting. Securities are priced at market on a daily basis as a contractual responsibility of the bank.

The District's adopted Investment Policy restricts investment in money market mutual funds to those rated AAA and registered with the SEC. Each fund must strive to maintain a \$1 net asset value. Local government investment pools in Texas are required to be rated AAA, or equivalent, by at least one nationally recognized rating agency. The Policy further restricts investments to AAA-rated local government investment pools which strive to maintain a \$1 net asset value.

As of September 30, 2021, the cash and investments contained:

- FDIC insured or fully collateralized bank deposits representing 1.01% of the total portfolio,
- Investment in three local government investment pools representing 74.19% of the total portfolio,
- AAA-rated money market funds striving to maintain a \$1 net asset value represented 0.09% of the total portfolio, and
- US Government agency securities representing 22.11% of the total portfolio.
- Municipal Bonds representing 2.60% of the total portfolio.

Concentration of Credit Risk

The District recognizes over-concentration of assets by market sector or maturity as a risk to the portfolio. The District's adopted Investment Policy establishes diversification as a major objective of the investment program and at least 33% of the District's investments are designed to be in obligations of the US Government. As of September 30, 2021 the portfolio met its diversification requirements.

Note 4 – CASH AND INVESTMENTS – (Continuation)

Interest Rate Risk

In order to limit interest and market rate risk from changes in interest rates, the District's adopted Investment Policy sets a maximum stated maturity date of three years and at least 33% of the District's investments shall be obligations of the U.S. Government. To ensure liquidity a minimum of 10% shall be liquid. The maximum weighted average maturity (WAM) is six (6) months. At the time any investment is placed, the overall compliance with the Investment Policy is verified. A segmented time distribution analysis of the portfolio is shown on page 42. As of September 30, 2021, holdings in the portfolio with stated maturity dates beyond one year representing 24.71% of the total portfolio all of which were US agencies and a municipal bond.

Custodial Credit Risk

To control custody and safekeeping risk State law and the District's adopted Investment Policy requires collateral for all time and demand deposits, as well as collateral for repurchase agreements. All pledged securities are to be transferred delivery versus payment and held by an independent party approved by the District and held in the District's name by an independent custodian. The custodian is required to provide original safekeeping receipts and monthly reporting of positions with position descriptions including market value. Repurchase agreements and deposits must be collateralized to 102% of market value and collateral terms to be detailed in executed written agreements. Depository agreements are executed under the terms of U.S. Financial Institutions Resource and Recovery Enforcement Act (FIRREA). The counter-party of each type transaction is held contractually liable for monitoring and maintaining the required collateral margins on a daily basis.

As of September 30, 2021, the portfolio contained no certificates of deposit and no repurchase agreements. The portfolio contained 1.01% in fully insured and collateralized demand deposit accounts. All pledged bank collateral for demand deposits was held by an independent institution outside the bank's holding company.

Restricted Cash

At September 30, 2021, the District held \$17,763,075 in cash, for the benefit of the Local Provider Participation Fund (LPPF). See Note 16 for a description of the program.

Note 5 – FAIR VALUE OF FINANCIAL INSTRUMENTS

GASB 72, *Fair Value Measurement and Application*, for financial reporting purposes categorizes financial instruments within three different levels of risk dependent upon the measure of their fair value and pricing as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the government can access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

Note 5 – FAIR VALUE OF FINANCIAL INSTRUMENTS – (Continuation)

Because the investments are restricted by Policy and state law to active secondary market, the market approach is being used for valuation. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities, or a group of assets and liabilities.

The fair market prices used for these fair market valuations of the Districts portfolio are all Level 1 and represent unadjusted quoted prices in active markets for identical assets and liabilities that have been accessed at the measurement date. The investments held by the District as of September 30, 2021 are U.S. Government Agency Bonds and Municipal Bonds.

Note 6 – PROPERTY TAXES

The Commissioners’ Court of Nueces County levies for the District, an ad valorem tax as provided under state law on properties within the District. These taxes are collected by the Nueces County Tax Assessor-Collector and are remitted to the District when received. The Nueces County Appraisal District establishes appraised values.

Property taxes are considered available when collected within the current year. Property taxes attach as an enforceable lien on property as of January 1. Taxes are due upon receipt of the tax bill and are past due and subject to interest if not paid before February 1 of the year following the October 1 levy date. Taxes are delinquent if not paid by June 30. Delinquent taxes are subject to both penalty and interest charges as well as attorney costs. The assessed value of the roll-on January 1, 2020 upon which the levy for the 2021 fiscal year was based was \$33,694,860,135.

The tax rate assessed for the year ended September 30, 2021 to finance general fund operations and the limited tax refunding bonds was \$0.111824 per \$100 valuation. Current tax collections for the year ended September 30, 2021 were 94% of the year-end adjusted tax.

Note 7 – DELINQUENT TAXES RECEIVABLE

The following table shows a schedule of delinquent taxes receivable and the allowance for uncollectible taxes for the District.

	BALANCE OCTOBER 1, 2020	CURRENT YEAR LEVY	TOTAL COLLECTIONS	ADJUSTMENTS	BALANCE SEPTEMBER 30, 2021
Delinquent Taxes					
Receivable	2,845,994	37,729,910	35,968,643	(692,740)	3,914,521
Allowance for					
Uncollectible Taxes	(1,086,444)	--	--	(45,454)	(1,131,898)
 NET DELINQUENT TAXES RECEIVABLE	 <u>1,759,550</u>	 <u>37,729,910</u>	 <u>35,968,643</u>	 <u>(738,194)</u>	 <u>2,782,623</u>

Note 8 – CAPITAL ASSETS

A summary of changes in the capital assets follows:

	BALANCE OCTOBER 1, 2020	ADDITIONS	REDUCTIONS	BALANCE SEPTEMBER 30 2021
Capital Assets, Not Being Depreciated-				
Land	3,076,926	--	--	3,076,926
Capital Assets, Being Depreciated-				
Equipment	1,356,016	33,444	70,350	1,319,110
Buildings	27,759,534	--	--	27,759,534
Total Capital Assets, Being Depreciated	29,115,550	33,444	70,350	29,078,644
Less Accumulated Depreciation for				
Equipment	1,221,844	36,314	69,671	1,188,487
Buildings	24,182,808	276,434	--	24,459,242
Total Accumulated Depreciation	25,404,652	312,748	69,671	25,647,729
 Total Capital Assets, Being Depreciated Net	 3,710,898	 (279,304)	 679	 3,430,915
 TOTAL CAPITAL ASSETS, NET	 6,787,824	 (279,304)	 679	 6,507,841

Note 9 – UNEARNED REVENUES

Unearned Revenue balances at September 30, 2021 consist of property taxes of \$2,782,623.

Note 10 – LONG-TERM OBLIGATIONS

The following is a summary of long-term obligation transactions of the District for the year ended September 30, 2021:

	BALANCE OCTOBER 1, 2020	ADDITIONS	REDUCTIONS	BALANCE SEPTEMBER 30, 2021
Other Liabilities-				
Accrued Paid Time Off	41,354	180,062	167,931	53,485
 TOTAL	 41,354	 180,062	 167,931	 53,485

Note 11 - OPERATING LEASES

The District leases office space for its administrative offices under an operating lease expiring in May 31, 2023. Rental payments under all operating leases amounted to \$122,770 during the year ended September 30, 2021. As of September 30, 2021, the District had the following minimum commitments under a non-cancelable lease for the next five years:

Year Ended September 30, :	
2022	116,442
2023	<u>78,446</u>
TOTAL	<u><u>194,888</u></u>

Note 12- INTERGOVERNMENTAL TRANSFERS (IGTs)

The District participates in the State sponsored Medicaid payment program serving as the Region 4 Anchor. The District provides IGT's for certain healthcare providers in Region 4 so they can participate in Medicaid payment programs. The District budgets IGTs based on provider's cost estimates. HHSC determines the amount of available State funds available to providers under the various Medicaid payment programs. After these complicated calculations are made by HHSC for all providers in the entire State, then HHSC calculates the amount of IGT needed by each provider and determines timing of the payments to providers. Therefore, of the District's budgeted \$62,881,100 for IGT's, the District paid \$51,547,093 in IGT's in the current fiscal year.

Additionally, IGTs are not accrued as liabilities by the District on the government-wide financial statements because of the following factors:

- There is no legal obligation for the District to remit IGTs to HHSC;
- The amount to pay cannot be reasonably estimated

Note 13- COMMITTED FUND BALANCE

As shown in the fund financial statements the Board of Managers committed an amount not to exceed \$17,421,612 in the District's general fund balance to anticipated additional expenditures for IGTs arising from the District's participation in the Waiver during the year ended September 30, 2021.

Funds included in the Indigent Care Fund of \$56,461,794 are committed to be used for indigent health care.

Note 14 – INTERFUND TRANSACTIONS AND BALANCES

Interfund transfers during the year ended September 30, 2021 were as follows:

	TRANSFERS OUT		TOTAL
	GENERAL FUND	TOBACCO SETTLEMENT FUND	
<u>TRANSFERS IN</u>			
General Fund	672,000	(672,000)	--
TOTAL	672,000	(672,000)	--

Note 15 – EMPLOYEE BENEFIT PLANS

Retirement Plan

The District maintains a single-employer, defined contribution retirement plan available to all employees. The Plan is a tax-qualified plan pursuant to section 403(b) of the Internal Revenue Code. All full-time employees are eligible for participation in the plan. As of September 30, 2021, twenty employees were enrolled in the plan.

The Plan is administrated by an outside party. Employees can contribute a percentage of their compensation as permitted by the Internal Revenue Code Section 403(b). The District can make a discretionary matching contribution ranging from 5% to 7% of the employee’s earnings, based on tenure. The vesting schedule provides for employees to be 100% vested in their contributions. The District’s contributions are vested at a rate of 20% per year of employment. The plan permits employees to borrow from the plan and the related administration cost thereof shall be borne by the employee participant. The normal retirement age has been designated as 65 years of age. During the year ended September 30, 2021, the District had retirement plan expense of \$66,471.

Deferred Compensation Plan

The District has a deferred compensation agreement with a key employee which allows the employee to defer a percentage of his annual compensation to future periods as permitted by the Internal Revenue Code. The Plan is administrated by an outside party.

Note 16 – LOCAL PROVIDER PARTICIPATION FUND

During 2020, a Local Provider Participation Fund (“LPPF”) in Nueces County was created by the Texas Legislature. Nueces County Hospital District acts as the administrator of the LPPF by assessment and collection of mandatory payments by hospitals in Nueces County. These payments are to be used to fund the local share of supplemental Medicaid funding programs. At September 30, 2021, the District held \$17,763,075 in restricted cash and has a liability in the same amount listed as Due to Local Provider Participation Fund on its balance sheet. During the year ended September 30, 2021, no mandatory disbursements from the fund were requested.

The District serves as the administrator of the LPPF. Accordingly, the District is paid a fee for their administration services. During the year ended September 30, 2021 the district received \$150,000 fees for serving as administrator.

Note 17– INTERLOCAL COOPERATION AGREEMENT WITH NUECES COUNTY

On November 20, 2020, the District entered into an agreement with Nueces County (County) to be a subrecipient of funds provided to the County by the federal government through the Corona Aid, Relief and Economic Security Act (the “CARES” Act) known as the Coronavirus Relief Funds (CRF). During the year ended August 31, 2021, the District received \$222,340 passed through from the County.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

January 20, 2022

The Board of Managers
Nueces County Hospital District
Corpus Christi, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the governmental activities and each major fund of the Nueces County Hospital District, a component unit of Nueces County, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents and have issued our report thereon dated January 20, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Nueces County Hospital District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Nueces County Hospital District's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Collier, Johnson & Woods

Nueces County Hospital District
Combined Balance Sheet - All Fund Types & Account Groups
 As of 10/31/2021
 (In Whole Numbers)

UNAUDITED

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	40,481,847 *	25,656,638	95,961	0	0	66,234,446
Investments	0	30,771,737	0	0	0	30,771,737
Accrued Interest	0	44,604	1	0	0	44,605
Taxes Receivable, Net of Allowance	33,593,192	0	0	0	0	33,593,192
Other Receivables	2,075	0	0	0	0	2,075
Due from Other Funds	9,249	0	0	0	0	9,249
Prepaid Expenditures	127,033	0	0	0	0	127,033
Restricted Cash & Cash Equivalents - LPPF	25,618,452	0	0	0	0	25,618,452
Fixed Assets	0	0	0	32,155,570	0	32,155,570
Amt to be Provided for Retirement of LT Debt	0	0	0	0	53,485	53,485
Total Assets	99,831,848	56,472,980	95,962	32,155,570	53,485	188,609,844
Liabilities						
Accounts Payable	2,777,809	0	0	0	0	2,777,809
Accrued Payroll & Related Liabilities	270,390	0	0	0	0	270,390
Intergovernmental Transfer Obligations	25,618,452	0	0	0	0	25,618,452
Due to Other Funds	0	0	9,249	0	0	9,249
Deferred Revenue	33,593,192	0	0	0	0	33,593,192
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	62,259,843	0	9,249	0	53,485	62,322,577
Fund Equity						
Fund Balance	34,482,689	0	86,713	32,155,570	0	66,724,972
Committed to:						
Intergovernmental Transfers	3,089,316	0	0	0	0	3,089,316
Indigent Care	0	56,472,143	0	0	0	56,472,143
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	37,572,005	56,472,980	86,713	32,155,570	0	126,287,267
Total Liabilities & Fund Equity	99,831,848	56,472,980	95,962	32,155,570	53,485	188,609,844

* General Fund Cash & Equivalents balance includes \$3,089,316 in committed funds.

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
General Fund
From 10/1/2021 Through 10/31/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Taxes	8,434,847	8,434,847
Penalties & Interest - Taxes	10,750	10,750
Spohn Corporate Member Revenue	1,126,162	1,126,162
Investment Income	998	998
Other Income	25	25
Total Revenues	9,572,782	9,572,782
Current Expenditures		
Intergovernmental Transfers	15,458,549	15,458,549
County Healthcare Funding	787,645	787,645
Salaries	96,266	96,266
Benefits	66,001	66,001
Legal & Professional Fees	34,919	34,919
Purchased Services	171,638	171,638
Supplies & Materials	1,570	1,570
Rent & Leases	11,528	11,528
Utilities	3,190	3,190
Insurance	1,876	1,876
Administrative & General	3,793	3,793
Total Current Expenditures	16,636,975	16,636,975
Excess of Revenues Over Expenditures Before Sources/Uses	(7,064,193)	(7,064,193)
Excess of Revenues Over Expenditures After Sources & Uses	(7,064,193)	(7,064,193)
Fund Balance, Beginning of Year		44,636,198
FUND BALANCE, END OF YEAR		37,572,005

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 10/1/2021 Through 10/31/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	10,350	10,350
Total Revenues	10,350	10,350
 Excess of Revenues Over Expenditures Before Sources/Uses	 10,350	 10,350
 Excess of Revenues Over Expenditures After Sources & Uses	 10,350	 10,350
 Fund Balance, Beginning of Year		 56,462,630
 FUND BALANCE, END OF YEAR		 56,472,980

UNAUDITED

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 10/1/2021 Through 10/31/2021
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	<u>1</u>	<u>1</u>
Total Revenues	<u>1</u>	<u>1</u>
Current Expenditures		
Benefits	515	515
Administrative & General	<u>42</u>	<u>42</u>
Total Current Expenditures	<u>557</u>	<u>557</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(557)</u>	<u>(557)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(557)</u>	<u>(557)</u>
Fund Balance, Beginning of Year		87,269
FUND BALANCE, END OF YEAR		<u><u>86,713</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 10/1/2021 Through 10/31/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	8,434,847	5,563,677	2,871,170	8,434,847	5,563,677	2,871,170
Penalties & Interest - Taxes	10,750	32,528	(21,778)	10,750	32,528	(21,778)
Spohn Corporate Member Revenue	1,126,162	823,661	302,501	1,126,162	823,661	302,501
Investment Income	998	237	761	998	237	761
Other Income	25	0	25	25	0	25
Total Revenues	<u>9,572,782</u>	<u>6,420,103</u>	<u>3,152,679</u>	<u>9,572,782</u>	<u>6,420,103</u>	<u>3,152,679</u>
Current Expenditures						
Intergovernmental Transfers	15,458,549	2,211,727	(13,246,822)	15,458,549	2,211,727	(13,246,822)
County Healthcare Funding	787,645	1,312,906	525,261	787,645	1,312,906	525,261
Salaries	96,266	123,265	26,999	96,266	123,265	26,999
Benefits	66,001	71,454	5,453	66,001	71,454	5,453
Legal & Professional Fees	34,919	123,004	88,085	34,919	123,004	88,085
Purchased Services	171,638	182,778	11,140	171,638	182,778	11,140
Supplies & Materials	1,570	1,750	180	1,570	1,750	180
Rent & Leases	11,528	12,629	1,101	11,528	12,629	1,101
Repairs & Maintenance	0	751	751	0	751	751
Utilities	3,190	4,874	1,684	3,190	4,874	1,684
Insurance	1,876	2,262	386	1,876	2,262	386
Administrative & General	3,793	16,660	12,867	3,793	16,660	12,867
Capital Outlay	0	67,000	67,000	0	67,000	67,000
Extraordinary	0	417	417	0	417	417
Total Current Expenditures	<u>16,636,975</u>	<u>4,131,477</u>	<u>(12,505,498)</u>	<u>16,636,975</u>	<u>4,131,477</u>	<u>(12,505,498)</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(7,064,193)</u>	<u>2,288,626</u>	<u>(9,352,819)</u>	<u>(7,064,193)</u>	<u>2,288,626</u>	<u>(9,352,819)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(7,064,193)</u>	<u>2,288,626</u>	<u>(9,352,819)</u>	<u>(7,064,193)</u>	<u>2,288,626</u>	<u>(9,352,819)</u>
Fund Balance, Beginning of Year				44,636,198	0	44,636,198
FUND BALANCE, END OF YEAR				<u>37,572,005</u>	<u>2,288,626</u>	<u>35,283,379</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 10/1/2021 Through 10/31/2021
(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>
Excess of Revenues Over Expenditures Before Sources/Uses	0	0	0	0	0	0
Excess of Revenues Over Expenditures After Sources & Uses	0	0	0	0	0	0
Fund Balance, Beginning of Year				837	0	837
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 10/1/2021 Through 10/31/2021
(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	10,350	4,703	5,647	10,350	4,703	5,647
Total Revenues	<u>10,350</u>	<u>4,703</u>	<u>5,647</u>	<u>10,350</u>	<u>4,703</u>	<u>5,647</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>10,350</u>	<u>4,703</u>	<u>5,647</u>	<u>10,350</u>	<u>4,703</u>	<u>5,647</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>10,350</u>	<u>4,703</u>	<u>5,647</u>	<u>10,350</u>	<u>4,703</u>	<u>5,647</u>
Fund Balance, Beginning of Year				56,461,793	0	56,461,793
FUND BALANCE, END OF YEAR				<u>56,472,143</u>	<u>4,703</u>	<u>56,467,440</u>

Nueces County Hospital District
 Combined Balance Sheet - All Fund Types & Account Groups
 As of 11/30/2021
 (In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	41,547,600 *	23,353,462	95,922	0	0	64,996,984
Investments	0	33,075,088	0	0	0	33,075,088
Accrued Interest	0	57,485	1	0	0	57,486
Taxes Receivable, Net of Allowance	30,608,394	0	0	0	0	30,608,394
Other Receivables	2,075	0	0	0	0	2,075
Due from Other Funds	9,764	0	0	0	0	9,764
Prepaid Expenditures	82,274	0	0	0	0	82,274
Restricted Cash & Cash Equivalents - LPPF	32,852,982	0	0	0	0	32,852,982
Fixed Assets	0	0	0	32,155,570	0	32,155,570
Amt to be Provided for Retirement of LT Debt	0	0	0	0	53,485	53,485
Total Assets	105,103,089	56,486,035	95,923	32,155,570	53,485	193,894,101
Liabilities						
Accounts Payable	2,949,338	0	0	0	0	2,949,338
Accrued Payroll & Related Liabilities	270,593	0	0	0	0	270,593
Intergovernmental Transfer Obligations	32,852,982	0	0	0	0	32,852,982
Due to Other Funds	0	0	9,764	0	0	9,764
Deferred Revenue	30,608,394	0	0	0	0	30,608,394
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	66,681,307	0	9,764	0	53,485	66,744,555
Fund Equity						
Fund Balance	36,297,538	0	86,159	32,155,570	0	68,539,266
Committed to:						
Intergovernmental Transfers	2,124,244	0	0	0	0	2,124,244
Indigent Care	0	56,485,198	0	0	0	56,485,198
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	38,421,782	56,486,035	86,159	32,155,570	0	127,149,546
Total Liabilities & Fund Equity	105,103,089	56,486,035	95,923	32,155,570	53,485	193,894,101

* General Fund Cash & Equivalents balance includes \$2,124,244 in committed funds.

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 General Fund
 From 11/1/2021 Through 11/30/2021
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Taxes	2,883,337	11,318,185
Penalties & Interest - Taxes	18,432	29,182
Spohn Corporate Member Revenue	786,767	1,912,929
Investment Income	1,254	2,252
Other Income	472	497
Total Revenues	3,690,262	13,263,044
Current Expenditures		
Intergovernmental Transfers	1,751,900	17,210,449
County Healthcare Funding	799,840	1,587,485
Salaries	87,130	183,397
Benefits	50,683	116,684
Legal & Professional Fees	25,015	59,934
Purchased Services	104,712	276,351
Supplies & Materials	1,275	2,845
Rent & Leases	11,528	23,057
Utilities	3,104	6,294
Insurance	1,876	3,752
Administrative & General	3,421	7,214
Total Current Expenditures	2,840,485	19,477,460
Excess of Revenues Over Expenditures Before Sources/Uses	849,777	(6,214,416)
Excess of Revenues Over Expenditures After Sources & Uses	849,777	(6,214,416)
Fund Balance, Beginning of Year		44,636,198
FUND BALANCE, END OF YEAR		38,421,782

UNAUDITED

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 11/1/2021 Through 11/30/2021
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	<u>13,055</u>	<u>23,405</u>
Total Revenues	<u>13,055</u>	<u>23,405</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>13,055</u>	<u>23,405</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>13,055</u>	<u>23,405</u>
Fund Balance, Beginning of Year		56,462,630
FUND BALANCE, END OF YEAR		<u>56,486,035</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 11/1/2021 Through 11/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	2
Total Revenues	1	2
Current Expenditures		
Benefits	515	1,030
Administrative & General	40	82
Total Current Expenditures	555	1,112
Excess of Revenues Over Expenditures Before Sources/Uses	(554)	(1,111)
Excess of Revenues Over Expenditures After Sources & Uses	(554)	(1,111)
Fund Balance, Beginning of Year		87,269
FUND BALANCE, END OF YEAR		86,159

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 11/1/2021 Through 11/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	2,883,337	4,542,302	(1,658,965)	11,318,185	10,105,979	1,212,206
Penalties & Interest - Taxes	18,432	23,005	(4,573)	29,182	55,533	(26,351)
Spohn Corporate Member Revenue	786,767	823,661	(36,894)	1,912,929	1,647,322	265,607
Investment Income	1,254	285	969	2,252	522	1,730
Other Income	472	0	472	497	0	497
Total Revenues	<u>3,690,262</u>	<u>5,389,253</u>	<u>(1,698,991)</u>	<u>13,263,044</u>	<u>11,809,356</u>	<u>1,453,688</u>
Current Expenditures						
Intergovernmental Transfers	1,751,900	2,211,726	459,826	17,210,449	4,423,453	(12,786,996)
County Healthcare Funding	799,840	1,029,549	229,709	1,587,485	2,342,455	754,970
Salaries	87,130	118,234	31,104	183,397	241,499	58,102
Benefits	50,683	58,250	7,567	116,684	129,704	13,020
Legal & Professional Fees	25,015	122,500	97,485	59,934	245,504	185,570
Purchased Services	104,712	110,072	5,360	276,351	292,850	16,499
Supplies & Materials	1,275	1,750	475	2,845	3,500	655
Rent & Leases	11,528	12,625	1,097	23,057	25,254	2,197
Repairs & Maintenance	0	751	751	0	1,502	1,502
Utilities	3,104	4,866	1,762	6,294	9,740	3,446
Insurance	1,876	2,258	382	3,752	4,520	768
Administrative & General	3,421	16,632	13,211	7,214	33,292	26,078
Capital Outlay	0	75,310	75,310	0	142,310	142,310
Extraordinary	0	417	417	0	834	834
Total Current Expenditures	<u>2,840,485</u>	<u>3,764,940</u>	<u>924,455</u>	<u>19,477,460</u>	<u>7,896,417</u>	<u>(11,581,043)</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>849,777</u>	<u>1,624,313</u>	<u>(774,536)</u>	<u>(6,214,416)</u>	<u>3,912,939</u>	<u>(10,127,355)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>849,777</u>	<u>1,624,313</u>	<u>(774,536)</u>	<u>(6,214,416)</u>	<u>3,912,939</u>	<u>(10,127,355)</u>
Fund Balance, Beginning of Year				44,636,198	0	44,636,198
FUND BALANCE, END OF YEAR				<u><u>38,421,782</u></u>	<u><u>3,912,939</u></u>	<u><u>34,508,843</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 11/1/2021 Through 11/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Excess of Revenues Over Expenditures Before Sources/Uses	0	0	0	0	0	0
Excess of Revenues Over Expenditures After Sources & Uses	0	0	0	0	0	0
Fund Balance, Beginning of Year				837	0	837
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 11/1/2021 Through 11/30/2021
(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	13,055	4,703	8,352	23,405	9,406	13,999
Total Revenues	<u>13,055</u>	<u>4,703</u>	<u>8,352</u>	<u>23,405</u>	<u>9,406</u>	<u>13,999</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>13,055</u>	<u>4,703</u>	<u>8,352</u>	<u>23,405</u>	<u>9,406</u>	<u>13,999</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>13,055</u>	<u>4,703</u>	<u>8,352</u>	<u>23,405</u>	<u>9,406</u>	<u>13,999</u>
Fund Balance, Beginning of Year				56,461,793	0	56,461,793
FUND BALANCE, END OF YEAR				<u>56,485,198</u>	<u>9,406</u>	<u>56,475,792</u>

Nueces County Hospital District
 Combined Balance Sheet - All Fund Types & Account Groups
 As of 12/31/2021
 (In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	44,893,399 *	23,354,512	95,883	0	0	68,343,794
Investments	0	33,067,926	0	0	0	33,067,926
Accrued Interest	0	77,496	1	0	0	77,496
Taxes Receivable, Net of Allowance	26,404,813	0	0	0	0	26,404,813
Other Receivables	0	0	0	0	0	0
Due from Other Funds	12,213	0	0	0	0	12,213
Prepaid Expenditures	163,802	0	0	0	0	163,802
Restricted Cash & Cash Equivalents - LPPF	51,846,574	0	0	0	0	51,846,574
Fixed Assets	0	0	0	32,158,070	0	32,158,070
Amt to be Provided for Retirement of LT Debt	0	0	0	0	53,485	53,485
Total Assets	123,320,801	56,499,934	95,884	32,158,070	53,485	212,128,173
Liabilities						
Accounts Payable	3,036,369	0	0	0	0	3,036,369
Accrued Payroll & Related Liabilities	219,474	0	0	0	0	219,474
Intergovernmental Transfer Obligations	51,846,574	0	0	0	0	51,846,574
Due to Other Funds	0	0	12,213	0	0	12,213
Deferred Revenue	26,404,813	0	0	0	0	26,404,813
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	81,507,230	0	12,213	0	53,485	81,572,928
Fund Equity						
Fund Balance	34,209,176	0	83,671	32,158,070	0	66,450,917
Committed to:						
Intergovernmental Transfers	7,604,395	0	0	0	0	7,604,395
Indigent Care	0	56,499,097	0	0	0	56,499,097
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	41,813,570	56,499,934	83,671	32,158,070	0	130,555,245
Total Liabilities & Fund Equity	123,320,801	56,499,934	95,884	32,158,070	53,485	212,128,173

* General Fund Cash & Equivalents balance includes \$7,604,395 in committed funds.

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 General Fund
 From 12/1/2021 Through 12/31/2021
 (In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Taxes	3,994,304	15,312,489
Penalties & Interest - Taxes	26,849	56,031
Spohn Corporate Member Revenue	1,074,399	2,987,328
Investment Income	1,338	3,589
Other Income	145	642
Total Revenues	<u>5,097,034</u>	<u>18,360,078</u>
Current Expenditures		
Intergovernmental Transfers	594,375	17,804,823
County Healthcare Funding	784,469	2,371,954
Salaries	91,014	274,411
Benefits	53,283	169,968
Legal & Professional Fees	16,213	76,147
Purchased Services	138,293	414,643
Supplies & Materials	815	3,659
Rent & Leases	12,365	35,421
Repairs & Maintenance	106	106
Utilities	3,167	9,461
Insurance	1,876	5,628
Administrative & General	6,769	13,983
Capital Outlay	2,501	2,501
Total Current Expenditures	<u>1,705,246</u>	<u>21,182,706</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>3,391,788</u>	<u>(2,822,628)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>3,391,788</u>	<u>(2,822,628)</u>
Fund Balance, Beginning of Year		44,636,198
FUND BALANCE, END OF YEAR		<u>41,813,570</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 12/1/2021 Through 12/31/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	13,899	37,304
Total Revenues	13,899	37,304
Excess of Revenues Over Expenditures Before Sources/Uses	13,899	37,304
Excess of Revenues Over Expenditures After Sources & Uses	13,899	37,304
Fund Balance, Beginning of Year		56,462,630
FUND BALANCE, END OF YEAR		56,499,934

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 12/1/2021 Through 12/31/2021
(In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	2
Total Revenues	1	2
Current Expenditures		
Benefits	2,449	3,479
Administrative & General	40	122
Total Current Expenditures	2,489	3,601
Excess of Revenues Over Expenditures Before Sources/Uses	(2,488)	(3,599)
Excess of Revenues Over Expenditures After Sources & Uses	(2,488)	(3,599)
Fund Balance, Beginning of Year		87,269
FUND BALANCE, END OF YEAR		83,671

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 12/1/2021 Through 12/31/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	3,994,304	4,158,888	(164,584)	15,312,489	14,264,867	1,047,622
Penalties & Interest - Taxes	26,849	23,816	3,033	56,031	79,349	(23,318)
Spohn Corporate Member Revenue	1,074,399	823,661	250,738	2,987,328	2,470,983	516,345
Investment Income	1,338	298	1,040	3,589	820	2,769
Other Income	145	0	145	642	0	642
Total Revenues	<u>5,097,034</u>	<u>5,006,663</u>	<u>90,371</u>	<u>18,360,078</u>	<u>16,816,019</u>	<u>1,544,059</u>
Current Expenditures						
Intergovernmental Transfers	594,375	2,509,758	1,915,383	17,804,823	6,933,211	(10,871,612)
County Healthcare Funding	784,469	934,549	150,080	2,371,954	3,277,004	905,050
Salaries	91,014	118,234	27,220	274,411	359,733	85,322
Benefits	53,283	58,030	4,747	169,968	187,734	17,766
Legal & Professional Fees	16,213	122,500	106,287	76,147	368,004	291,857
Purchased Services	138,293	114,380	(23,913)	414,643	407,230	(7,413)
Supplies & Materials	815	1,750	935	3,659	5,250	1,591
Rent & Leases	12,365	12,625	260	35,421	37,879	2,458
Repairs & Maintenance	106	751	645	106	2,253	2,147
Utilities	3,167	4,866	1,699	9,461	14,606	5,145
Insurance	1,876	2,258	382	5,628	6,778	1,150
Administrative & General	6,769	16,632	9,863	13,983	49,924	35,941
Capital Outlay	2,501	20,690	18,189	2,501	163,000	160,499
Extraordinary	0	417	417	0	1,251	1,251
Total Current Expenditures	<u>1,705,246</u>	<u>3,917,440</u>	<u>2,212,194</u>	<u>21,182,706</u>	<u>11,813,857</u>	<u>(9,368,849)</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>3,391,788</u>	<u>1,089,223</u>	<u>2,302,565</u>	<u>(2,822,628)</u>	<u>5,002,162</u>	<u>(7,824,790)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>3,391,788</u>	<u>1,089,223</u>	<u>2,302,565</u>	<u>(2,822,628)</u>	<u>5,002,162</u>	<u>(7,824,790)</u>
Fund Balance, Beginning of Year				44,636,198	0	44,636,198
FUND BALANCE, END OF YEAR				<u>41,813,570</u>	<u>5,002,162</u>	<u>36,811,408</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 12/1/2021 Through 12/31/2021
(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>
Excess of Revenues Over Expenditures Before Sources/Uses	0	0	0	0	0	0
Excess of Revenues Over Expenditures After Sources & Uses	0	0	0	0	0	0
Fund Balance, Beginning of Year				837	0	837
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 12/1/2021 Through 12/31/2021
(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	13,899	4,703	9,196	37,304	14,109	23,195
Total Revenues	<u>13,899</u>	<u>4,703</u>	<u>9,196</u>	<u>37,304</u>	<u>14,109</u>	<u>23,195</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>13,899</u>	<u>4,703</u>	<u>9,196</u>	<u>37,304</u>	<u>14,109</u>	<u>23,195</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>13,899</u>	<u>4,703</u>	<u>9,196</u>	<u>37,304</u>	<u>14,109</u>	<u>23,195</u>
Fund Balance, Beginning of Year				56,461,793	0	56,461,793
FUND BALANCE, END OF YEAR				<u>56,499,097</u>	<u>14,109</u>	<u>56,484,988</u>

**NUECES COUNTY HOSPITAL DISTRICT
 QUARTERLY INVESTMENT REPORT
 October 1, 2021 - December 31, 2021**

Summary Holdings Statistics:

Portfolio/Fund Group	Prior			Current								
	Book Value	Market Value	WAM	WAY	WAM	Book Value	Market Value	Accrued Interest	Interest Earned	% of Portfolio	WAY	WAM
<u>Unrestricted Funds</u>												
General Fund	47,508,555	47,508,555	1	0.031%	1	44,893,399	44,893,399	0	3,589	29.29%	0.039%	1
Indigent Care Fund	56,428,814	56,440,399	368	0.202%	368	56,410,016	56,215,195	77,496	37,304	36.81%	0.298%	451
Tobacco Fund	837	837	1	0.028%	1	837	837	0	0	0.00%	0.038%	1
Trust Fund	96,003	96,003	1	0.010%	1	95,883	95,883	1	2	0.06%	0.010%	1
<u>Restricted Funds</u>												
General Fund - LPPF	17,763,075	17,763,075	1	0.185%	1	51,846,574	51,846,574	0	0	33.83%	0.173%	1
Total	121,797,283	121,808,869	171	0.133%	171	153,246,708	153,051,887	77,496	40,896	100.00%	0.180%	167
Change in Market Value		31,243,018	1									
Quarter Average Yield - NCHD				0.178%								
Quarter Average Yield - 6 Mth T-Bill				0.100%								

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

INVESTMENT OFFICERS:



 JONNY F. HIPPI, ADMINISTRATOR



 BELINDA CHISM, ASSISTANT ADMINISTRATOR



 DONNA LITTLEFIELD, DIRECTOR OF ACCOUNTING & FINANCE

Notes

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

Nueces County Hospital District
Inventory Report - Holdings by Fund
As of: 12/31/2021

Settle Date	Maturity Date	Location	Security	CUSIP	Avg Yield/ Coupon	Purchase Price	PAR	Beginning Book Value 09/30/2021	Beginning Market Value 09/30/2021	Ending Book Value 12/31/2021	Ending Market 12/31/2021	Gain/Loss	Accrued Interest	Yield Y-T-M	Days to Maturity
Indigent Care Fund															
12/31/2021	01/01/2022	TexPool	Investment Pool	#00002	0.038%	2,237,864	2,237,864	2,231,455	2,231,455	2,237,864	2,237,864	0	0	0.038%	1
12/31/2021	01/01/2022	LOGIC	Investment Pool		0.074%	14,378,570	14,378,570	21,765,233	21,765,233	14,378,570	14,378,570	0	0	0.074%	1
12/31/2021	01/01/2022	TexSTAR	Investment Pool		0.014%	6,737,242	6,737,242	6,737,049	6,737,049	6,737,242	6,737,242	0	0	0.014%	1
08/12/2020	08/10/2023	Safekeeping	FNMA - Qrtly Call	3135G05R0	0.300%	3,993,000	4,000,000	3,996,981	4,001,856	3,997,865	3,983,592	(14,273)	4,667	0.359%	587
08/28/2020	08/18/2023	Safekeeping	FNMA - Semi-ann Call	3135G05V1	0.360%	4,000,000	4,000,000	4,000,000	4,002,912	4,000,000	3,989,124	(10,876)	5,280	0.360%	595
09/22/2020	08/15/2022	Safekeeping	Arlington TX GO	041796XH1	0.306%	1,000,000	1,000,000	1,000,000	1,001,730	1,000,000	1,000,180	180	1,148	0.306%	227
10/29/2020	02/15/2023	Safekeeping	Mansfield TX ISD	564386RS1	4.000%	1,751,220	1,620,000	1,698,669	1,702,766	1,684,281	1,682,289	(1,992)	24,300	0.447%	411
12/03/2020	11/30/2023	Safekeeping	FFCB Call Note	3133EWHL9	0.310%	3,996,600	4,000,000	3,999,427	3,999,120	4,000,000	3,968,928	(31,072)	1,033	0.339%	699
03/12/2021	03/12/2024	Safekeeping	FHLB Call Note	3130ALJ70	0.400%	4,000,000	4,000,000	4,000,000	3,999,836	4,000,000	3,955,024	(44,976)	4,800	0.400%	802
07/26/2021	07/26/2024	Safekeeping	FHLB Call Note	3130AN5A4	0.500%	3,000,000	3,000,000	3,000,000	3,000,831	3,000,000	2,984,528	(15,372)	6,417	0.500%	938
08/26/2021	08/26/2024	Safekeeping	FHLB Call Note	3130ANM17	0.520%	4,000,000	4,000,000	4,000,000	3,997,612	4,000,000	3,973,428	(26,572)	7,164	0.520%	969
10/06/2021	02/01/2024	Safekeeping	Tx Public Finance Auth	882669CN2	2.000%	2,071,440	2,000,000	0	0	2,064,195	2,040,320	(23,875)	16,556	0.450%	762
10/28/2021	10/28/2024	Safekeeping	FHLB Call Note	3130APK79	0.700%	3,000,000	3,000,000	0	0	3,000,000	2,979,339	(20,661)	3,617	0.700%	1,032
11/04/2021	08/15/2024	Safekeeping	Cedar Pk TX Dev Corp	15046PBJ6	0.860%	310,000	310,000	0	0	310,000	307,756	(2,244)	415	0.860%	958
11/18/2021	11/18/2024	Safekeeping	FHLB Qrtly Call	3130APNE1	0.900%	2,000,000	2,000,000	0	0	2,000,000	1,996,912	(3,088)	2,100	0.900%	1,053
			Subtotal			56,475,935	56,283,675	56,428,814	56,440,399	56,410,016	56,215,195	(194,821)	77,496	0.298%	451

Tobacco Settlement Fund															
12/31/2021	01/01/2022	TexPool	Investment Pool	#00007	0.038%	837	837	837	837	837	837	0	0	0.038%	1
			Subtotal			837	837	837	837	837	837	0	0	0.038%	1

Trust Fund - Employee Health Benefits Trust															
12/31/2021	01/01/2022	Frost Trust	Invesco Slt Treasury	825252406	0.010%	95,883	95,883	96,003	96,003	95,883	95,883	0	1	0.010%	1
			Subtotal			95,883	95,883	96,003	96,003	95,883	95,883	0	1	0.010%	1

General Fund															
12/31/2021	01/01/2022	Cash on hand	Petty Cash		0.000%	150	150	150	150	150	150	0	0	0.000%	1
12/31/2021	01/01/2022	TexPool	Investment Pool-GF	#00004	0.038%	36,757,971	36,757,971	29,021,185	29,021,185	36,757,971	36,757,971	0	0	0.038%	1
12/31/2021	01/01/2022	TexPool	Investment Pool-MR	#00009	0.038%	7,604,395	7,604,395	17,436,597	17,436,597	7,604,395	7,604,395	0	0	0.038%	1
12/31/2021	01/01/2022	Frost Bank	Checking - Operating	664025679	0.173%	527,366	527,366	1,049,106	1,049,106	527,366	527,366	0	0	0.173%	1
12/31/2021	01/01/2022	Frost Bank	Checking - Payroll	664027221	0.173%	3,517	3,517	1,517	1,517	3,517	3,517	0	0	0.173%	1
			Subtotal			44,893,399	44,893,399	47,508,555	47,508,555	44,893,399	44,893,399	0	0	0.039%	1

TOTAL UNRESTRICTED FUNDS															
						101,466,054	101,273,794	104,034,208	104,045,794	101,400,135	101,205,313	(194,821)	77,496	0.183%	251

Restricted Cash - General Fund															
12/31/2021	01/01/2022	Frost Bank	Checking - Nueces LPPF	664043316	0.173%	51,846,574	51,846,574	17,763,075	17,763,075	51,846,574	51,846,574	0	0	0.173%	1
			Subtotal			51,846,574	51,846,574	17,763,075	17,763,075	51,846,574	51,846,574	0	0	0.173%	1

TOTAL PORTFOLIO															
						153,312,627	153,120,367	121,797,283	121,808,869	153,246,708	153,051,887	(194,821)	77,496	0.180%	167

Nueces County Hospital District
Investment Transaction Activity
October 1, 2021 - December 31, 2021

Settle Date	Maturity	Call Date	Type	CUSIP	Coupon	Price	Par	Principal	Acc'd Interest	Total Settlement	Yield to Mat/Call	Broker
<u>Purchases</u>												
10/06/2021	02/01/2024	n/a	Tx Public Finance Auth	88269CN2	2.000%	103.5720	2,000,000.00	2,071,440.00	7,222.22	2,078,662.22	0.450%	Stifel Nicolaus
10/28/2021	10/28/2024	01/28/2022	FHLB Qrtly Call	3130APK79	0.700%	100.0000	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.700%	Oppenheimer
11/04/2021	08/15/2024	n/a	Cedar Pk TX Dev Corp	15046PBJ6	0.860%	100.0000	310,000.00	310,000.00	0.00	310,000.00	0.860%	BOK Financial
11/18/2021	11/18/2024	02/18/2022	FHLB Qrtly Call	3130APNE1	0.900%	100.0000	2,000,000.00	3,000,000.00	0.00	3,000,000.00	0.900%	Oppenheimer
Total Purchases:							7,310,000.00	8,381,440.00	7,222.22	8,388,662.22		

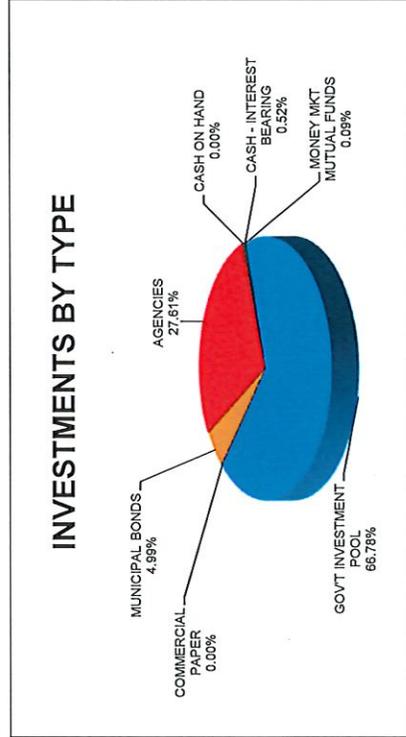
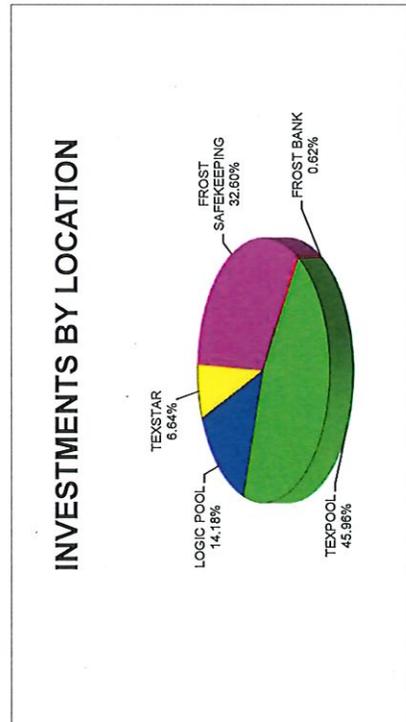
Maturities/Calls

Total Maturities/Calls: 0.00 0.00 0.00 0.00

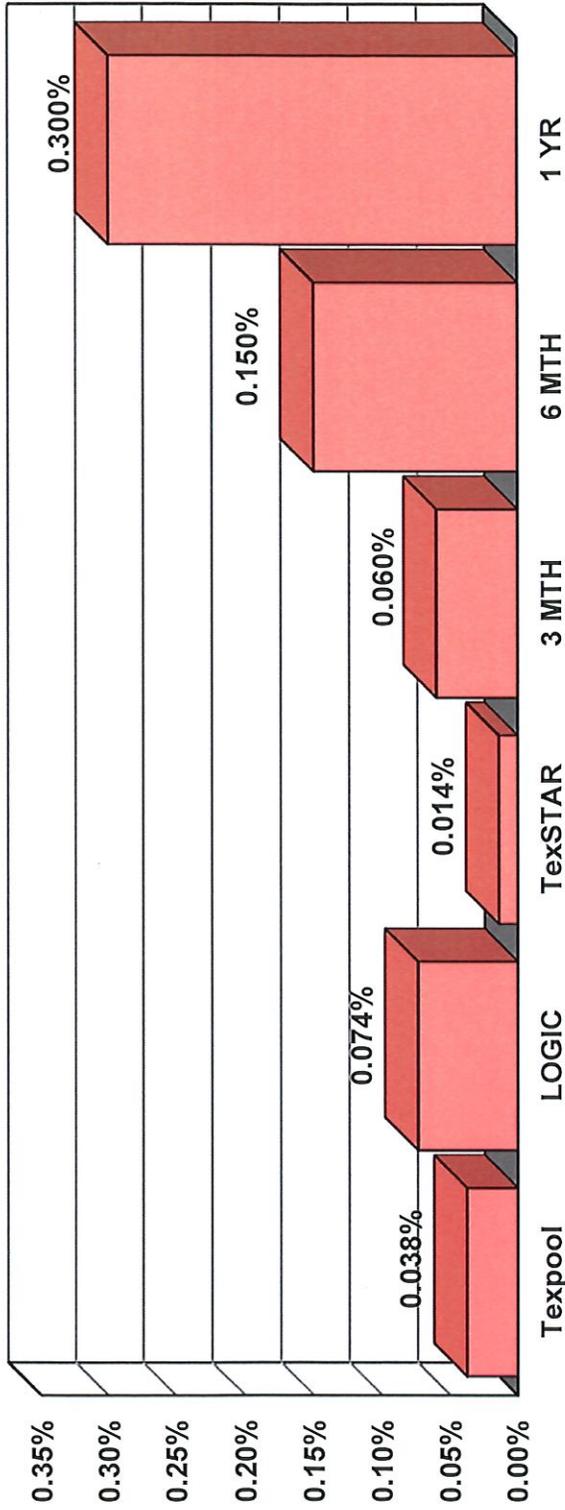
NUECES COUNTY HOSPITAL DISTRICT
 INVESTMENTS SUMMARY BY MARKET SECTOR
 UNRESTRICTED FUNDS
 FY 2022 1ST QUARTER (OCTOBER 1 - DECEMBER 31, 2021)

	FROST BANK	TEXPOOL	LOGIC	TEXSTAR	FROST SAFEKEEPING	TOTAL	PERCENT BY TYPE OF INVESTMENT
CASH ON HAND	\$150	\$0	\$0	\$0	\$0	\$150	0.00%
CASH - INTEREST BEARING	\$530,883	\$0	\$0	\$0	\$0	\$530,883	0.52%
MONEY MKT MUTUAL FUNDS	\$95,883	\$0	\$0	\$0	\$0	\$95,883	0.09%
GOV'T INVESTMENT POOLS	\$0	\$46,601,066	\$14,378,570	\$6,737,242	\$0	\$67,716,878	66.78%
COMMERCIAL PAPER	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
MUNICIPAL BONDS	\$0	\$0	\$0	\$0	\$5,058,476	\$5,058,476	4.99%
TREASURY NOTES AND BONDS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
AGENCIES	\$0	\$0	\$0	\$0	\$27,997,865	\$27,997,865	27.61%
TOTAL INVESTMENTS	\$626,916	\$46,601,066	\$14,378,570	\$6,737,242	\$33,056,341	\$101,400,135	100.00%

PERCENT BY HOLDER OF INVESTMENTS	0.62%	45.96%	14.18%	6.64%	32.60%	100.00%
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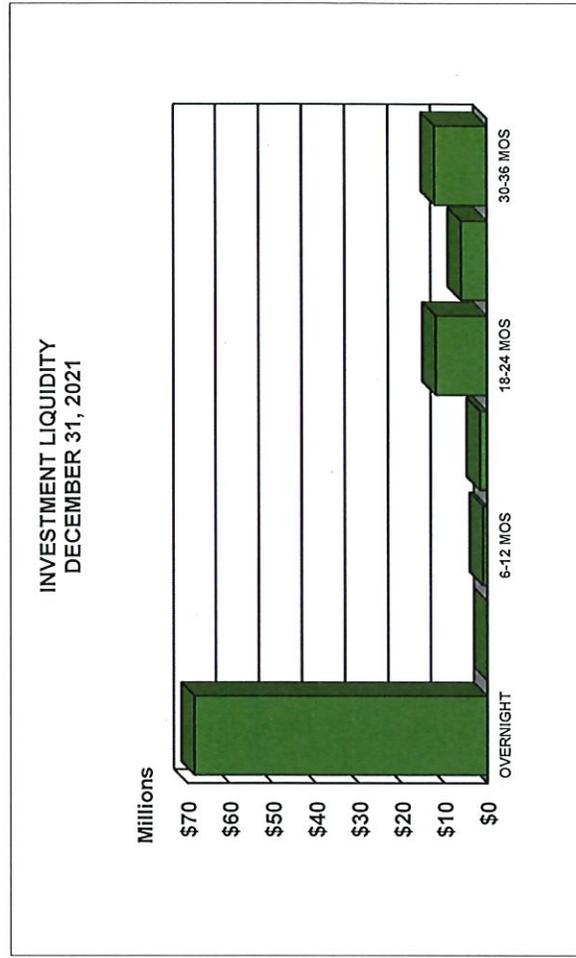


NUECES COUNTY HOSPITAL DISTRICT POOL RATES V. TREASURIES DECEMBER 31, 2021

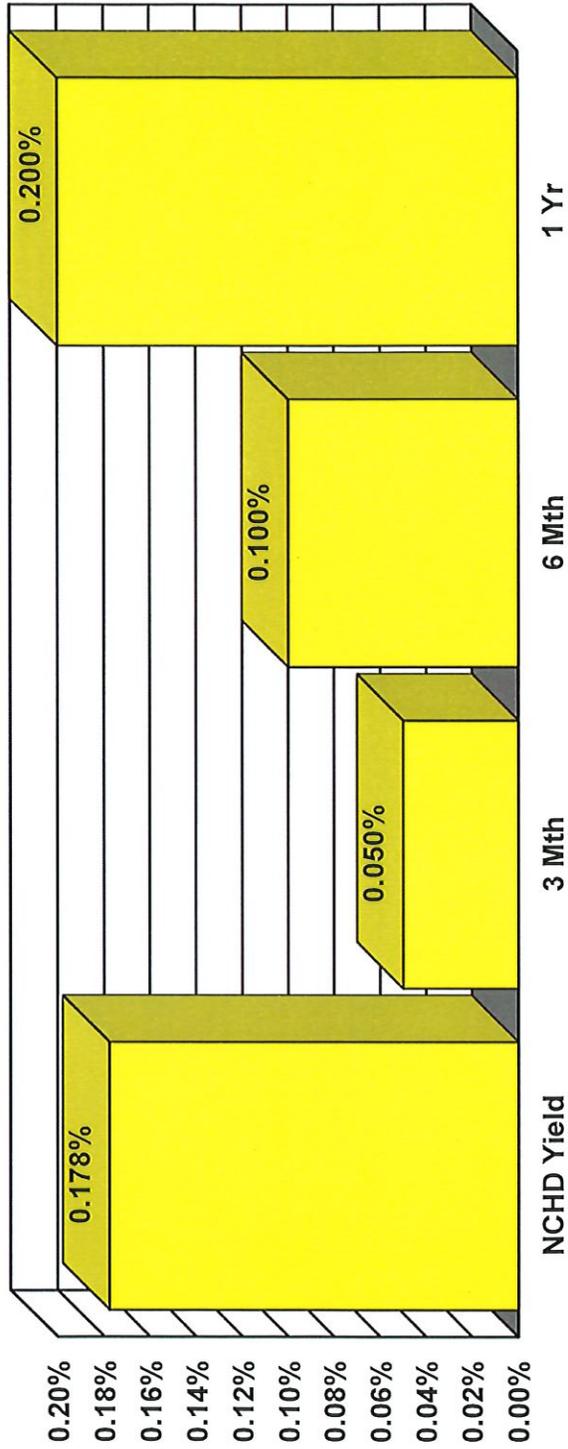


NUECES COUNTY HOSPITAL DISTRICT
INVESTMENT SUMMARY BY LIQUIDITY
UNRESTRICTED FUNDS
FY 2022 1ST QUARTER (OCTOBER 1 - DECEMBER 31, 2021)

<u>INVESTMENT-YRS TO MATURITY</u>	<u>AMOUNT</u>	
CASH & CASH EQUIVALENTS	\$68,343,794	67.4%
MATURES IN 0-6 MONTHS	\$0	0.0%
MATURES IN 6-12 MONTHS	\$1,000,000	1.0%
MATURES IN 12-18 MONTHS	\$1,684,281	1.7%
MATURES IN 18-24 MONTHS	\$11,997,865	11.8%
MATURES IN 24-30 MONTHS	\$6,064,195	6.0%
MATURES IN 30-36 MONTHS	\$12,310,000	12.1%
TOTAL	\$101,400,135	87.9%



NUECES COUNTY HOSPITAL DISTRICT QUARTERLY BENCHMARK COMPARISON DECEMBER 31, 2021

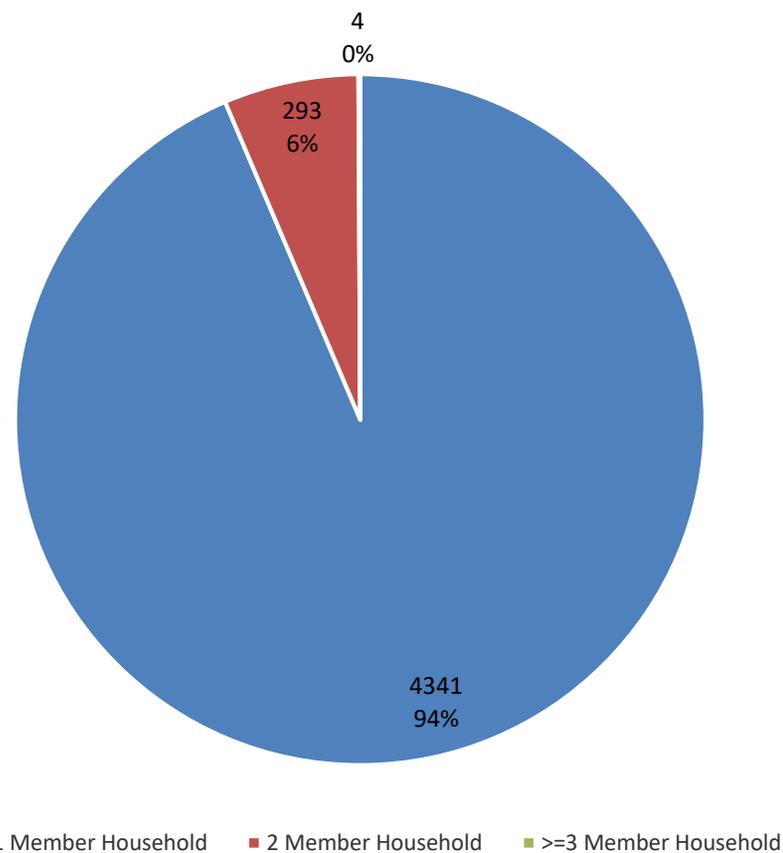
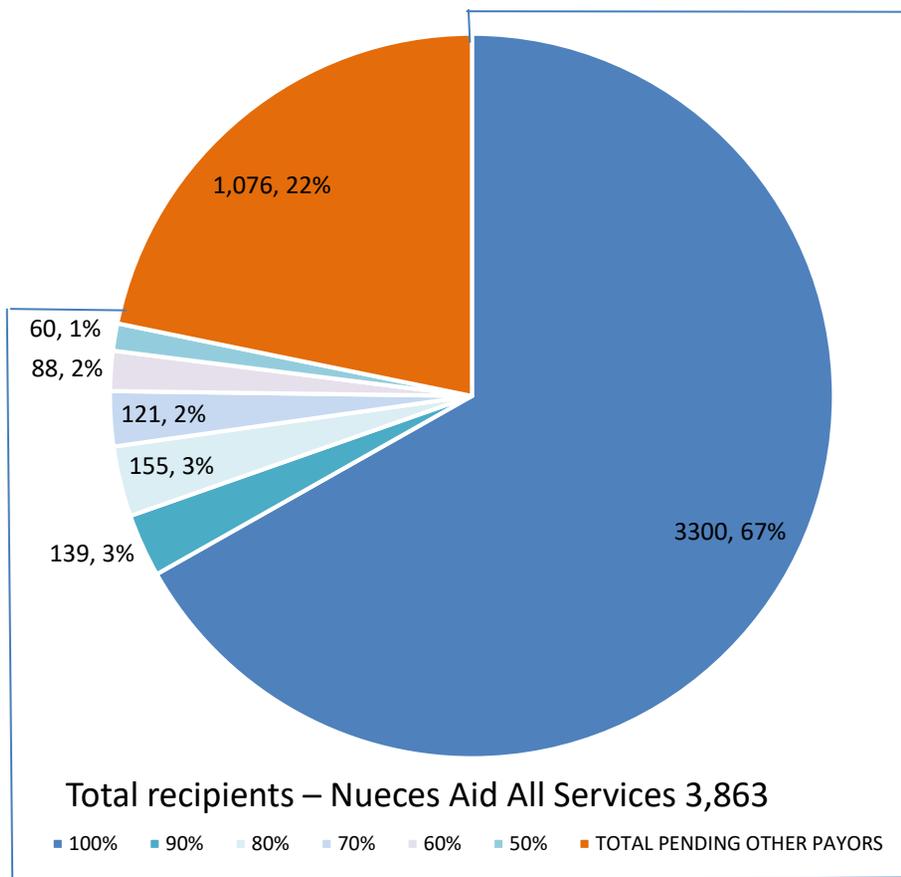


December 2021

Nueces Aid Program Enrollment

Total Enrolled
4,939

Total Households
4,638



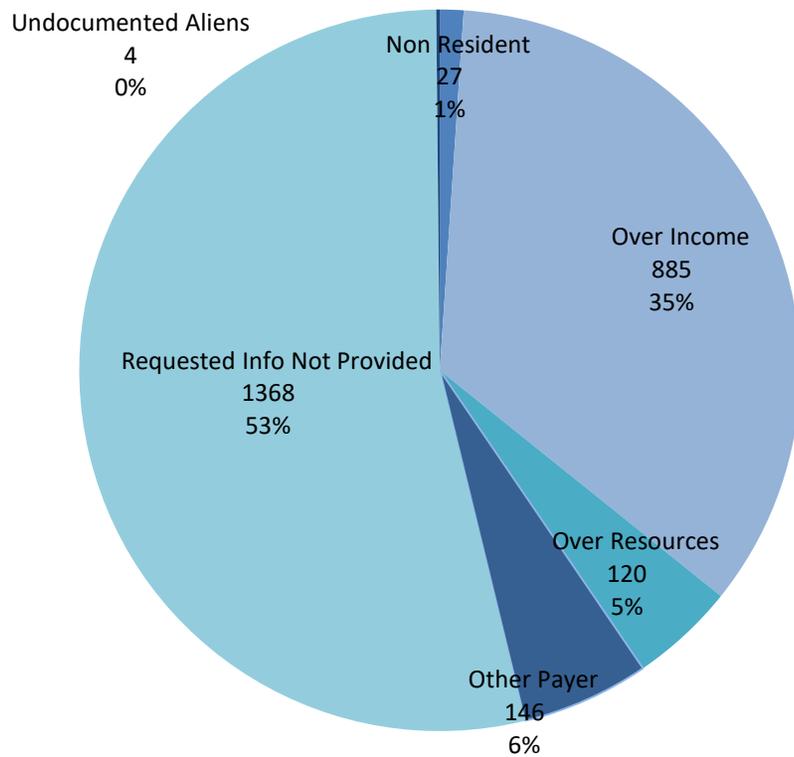
Nueces Aid Program Enrollment Summary Calendar Year 2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2021 Average	Comments
TOTAL RECIPIENTS	4,738	4,599	4,489	4,485	4,648	4,866	5,005	5,108	5,181	5,151	5,018	4,939	4,852	
NUECES AID - All Services														The percentage for each plan option is calculated by dividing the number for each option by the number of total recipients.
100%	3,123	3,022	2,913	2,891	2,998	3,168	3,265	3,396	3,457	3,440	3,349	3,300	3,194	
%	65.9%	65.7%	64.9%	64.5%	64.5%	65.1%	65.2%	66.5%	66.7%	66.8%	66.7%	66.8%	65.8%	
90%	194	187	185	168	175	179	181	172	167	149	143	139	170	
%	4.1%	4.1%	4.1%	3.7%	3.8%	3.7%	3.6%	3.4%	3.2%	2.9%	2.8%	2.8%	3.5%	
80%	171	159	162	143	153	165	161	168	172	166	167	155	162	
%	3.6%	3.5%	3.6%	3.2%	3.3%	3.4%	3.2%	3.3%	3.3%	3.2%	3.3%	3.1%	3.3%	
70%	166	153	129	135	131	126	128	124	132	135	130	121	134	
%	3.5%	3.3%	2.9%	3.0%	2.8%	2.6%	2.6%	2.4%	2.5%	2.6%	2.6%	2.4%	2.8%	
60%	96	99	102	98	108	105	107	107	106	103	99	88	102	
%	2.0%	2.2%	2.3%	2.2%	2.3%	2.2%	2.1%	2.1%	2.0%	2.0%	2.0%	1.8%	2.1%	
50%	56	58	76	86	102	109	111	113	108	98	60	60	86	
%	1.2%	1.3%	1.7%	1.9%	2.2%	2.2%	2.2%	2.2%	2.1%	1.9%	1.2%	1.2%	1.8%	
TOTAL NUECES AID	3,806	3,678	3,567	3,521	3,667	3,852	3,953	4,080	4,142	4,091	3,948	3,863	3,847	
	80.3%	80.0%	79.5%	78.5%	78.9%	79.2%	79.0%	79.9%	79.9%	79.4%	78.7%	78.2%	79.3%	

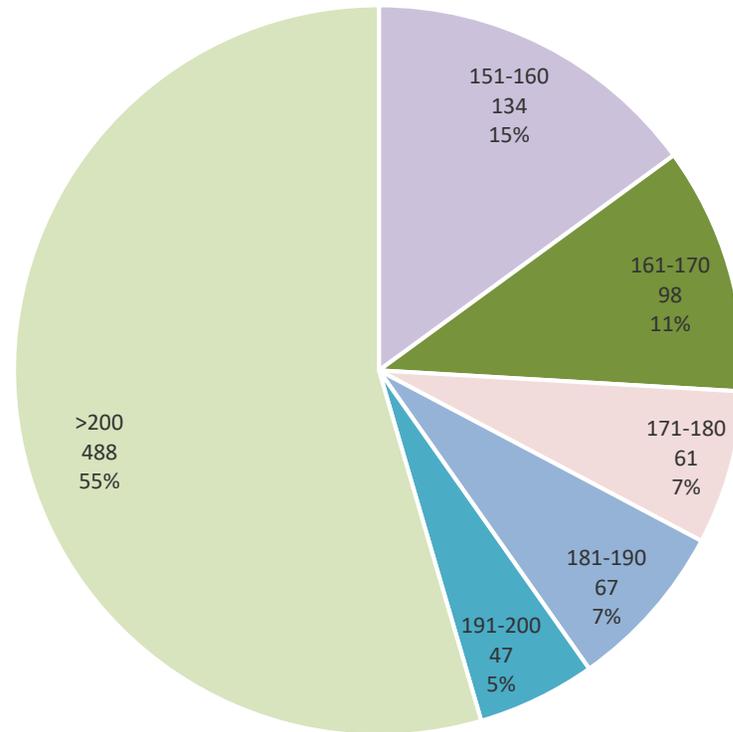
NUECES AID DENIALS

Calendar Year 2021
January-December

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	791	780	10,889	
- Approved	534	461	757	748	629	748	775	819	795	773	657	643	8,339	
%	66.2%	67.1%	72.5%	69.1%	69.0%	73.4%	82.1%	86.2%	84.0%	83.5%	83.1%	82.4%	76.6%	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	134	137	2,550	
%	33.8%	32.9%	27.5%	30.9%	31.0%	26.6%	17.9%	13.8%	16.0%	16.5%	16.9%	17.6%	23.4%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	358	333	514	517	435	521	549	587	544	544	424	461	5,787	
%	67.0%	72.2%	67.9%	69.1%	69.2%	69.7%	70.8%	71.7%	68.4%	70.4%	64.5%	71.7%	69.4%	
90%	21	15	38	27	18	28	23	21	26	13	20	22	272	
%	3.9%	3.3%	5.0%	3.6%	2.9%	3.7%	3.0%	2.6%	3.3%	1.7%	3.0%	3.4%	3.3%	
80%	12	13	32	18	20	27	26	25	30	21	27	11	262	
%	2.2%	2.8%	4.2%	2.4%	3.2%	3.6%	3.4%	3.1%	3.8%	2.7%	4.1%	1.7%	3.1%	
70%	25	15	17	21	19	12	20	20	25	18	16	7	215	The percentage of approvals by plan option is calculated
%	4.7%	3.3%	2.2%	2.8%	3.0%	1.6%	2.6%	2.4%	3.1%	2.3%	2.4%	1.1%	2.6%	by dividing the number for each plan option by the
60%	10	12	26	11	24	12	18	16	25	11	13	9	187	total number of approved
%	1.9%	2.6%	3.4%	1.5%	3.8%	1.6%	2.3%	2.0%	3.1%	1.4%	2.0%	1.4%	2.2%	applications.
50%	13	10	25	15	17	19	16	14	14	21	13	7	184	
%	2.4%	2.2%	3.3%	2.0%	2.7%	2.5%	2.1%	1.7%	1.8%	2.7%	2.0%	1.1%	2.2%	
TOTAL	439	398	652	609	533	619	652	683	664	628	513	517	6,907	
%	82.2%	86.3%	86.1%	81.4%	84.7%	82.8%	84.1%	83.4%	83.5%	81.2%	78.1%	80.4%	82.8%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	720	389	660	654	554	625	668	724	683	684	588	559	7,508	The percentage for each size
%	95.7%	91.1%	93.1%	93.2%	88.1%	90.8%	86.2%	93.7%	92.3%	93.8%	94.4%	92.9%	92.1%	household is calculated by
2 Member Household	32	35	49	47	75	60	107	46	56	44	34	42	627	dividing the number of house-
%	4.3%	8.2%	6.9%	6.7%	11.9%	8.7%	13.8%	6.0%	7.6%	6.0%	5.5%	7.0%	7.7%	holds in the category by the
3 or > Member Household	0	3	0	1	0	3	0	3	1	1	1	1	14	total number of approved
%	0.0%	0.7%	0.0%	0.1%	0.0%	0.4%	0.0%	0.4%	0.1%	0.1%	0.2%	0.2%	0.2%	households.
TOTAL HOUSEHOLDS APPROVED	752	427	709	702	629	688	775	773	740	729	623	602	8,149	Households pending other payors are not included.

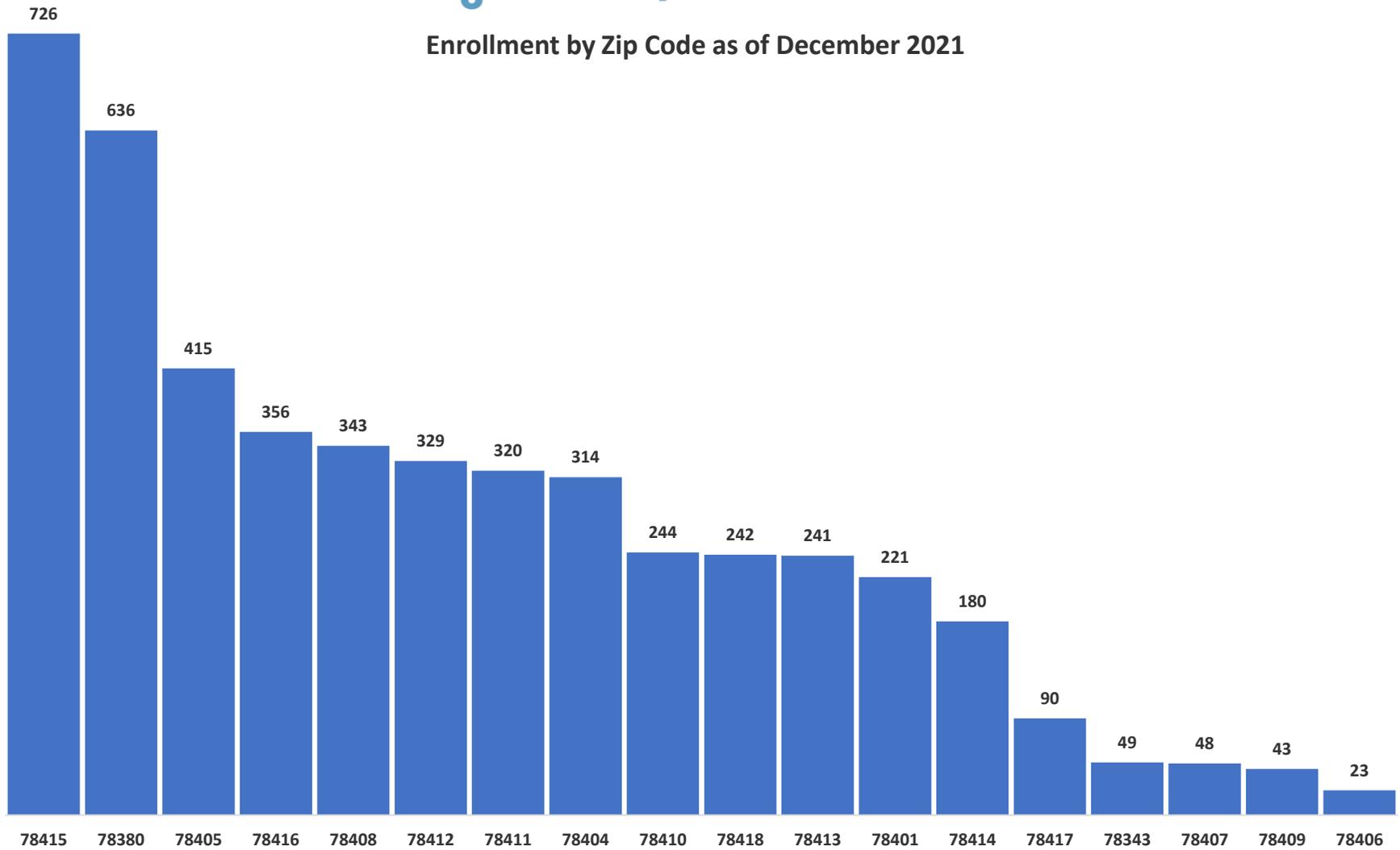
**Nueces Aid Program
Application Processing Summary Calendar Year 2021**

	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	2	0	27	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%	1.5%	0.0%	1.1%	
Over Income	102	67	126	137	86	56	62	46	49	56	52	46	885	
%	37.4%	29.6%	43.9%	40.9%	30.4%	20.7%	36.7%	35.1%	32.5%	36.6%	38.8%	33.6%	34.7%	
Over Resources	9	6	8	11	14	6	12	14	10	11	11	8	120	
%	3.3%	2.7%	2.8%	3.3%	4.9%	2.2%	7.1%	10.7%	6.6%	7.2%	8.2%	5.8%	4.7%	
Other Payer	18	3	16	13	12	13	7	12	15	9	14	14	146	
%	6.6%	1.3%	5.6%	3.9%	4.2%	4.8%	4.1%	9.2%	9.9%	5.9%	10.4%	10.2%	5.7%	
Requested Info Not Provided	140	149	133	167	168	193	87	58	74	75	55	69	1368	
%	51.3%	65.9%	46.3%	49.9%	59.4%	71.2%	51.5%	44.3%	49.0%	49.0%	41.0%	50.4%	53.6%	
Undocumented Aliens	0	0	0	2	1	1	0	0	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%	0.0%	0.0%	0.2%	
TOTAL DENIALS	273	226	287	335	283	271	169	131	151	153	134	137	2,550	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	223	180	223	272	232	211	122	100	144	113	97	102	2019	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%	83.6%	85.0%	87.4%	
2 Member Household	25	22	31	31	25	30	24	16	18	18	19	17	276	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%	16.4%	14.2%	12.0%	
3 or > Member Household	0	2	3	1	1	1	0	0	1	4	0	1	14	
%	0.0%	1.0%	1.2%	0.3%	0.4%	0.4%	0.0%	0.0%	0.6%	3.0%	0.0%	0.8%	0.6%	
TOTAL HOUSEHOLDS DENIED	248	204	257	304	258	242	146	116	163	135	116	120	2,309	
PENDING APPLICATIONS														
Pending documentation	311	267	323	347	212	145	123	103	114	102	103	100	188	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	20	19	20	
SSI-SSID	49	30	46	57	38	44	60	56	58	67	53	51	53	
Other Payor	33	24	50	60	46	60	48	12	49	57	71	56	71	



Nueces County Hospital District

Enrollment by Zip Code as of December 2021



Nueces County Hospital District
 Enrollment by Zip Code
 As of 12/31/2021

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	726	15%
78380	Robstown	636	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	415	8%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	356	7%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	343	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	329	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	320	6%
78404	CC:Six Points	314	6%
78410	CC:Annaville and Calallen	244	5%
78418	CC:Flour Bluff	242	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	241	5%
78401	CC:Downtown and Cargo Docks	221	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	180	4%
78417	CC:Old Brownsville to Ayers to Saratoga	90	2%
78343	Bishop + FM 665 to CR 107 W to CR 57E	49	1%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	48	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	43	1%
78406	CC: Clarkwood and San Juan	23	0%
	Subtotal	4,820	98%
	Total	4,939	

STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL PURCHASING AGREEMENT BETWEEN NUECES COUNTY AND
NUECES COUNTY HOSPITAL DISTRICT FOR NUECES COUNTY HOSPITAL
DISTRICT'S USE OF NUECES COUNTY'S AWARDED PROPOSAL
FOR DISASTER RECOVERY MANAGEMENT**

WHEREAS, NUECES COUNTY does enter into competitive bids and proposals for acquisition of various goods and services in accordance with Texas Local Government Code Section 262.023 "Competitive Bidding and Competitive Proposal Requirements", as amended; and

WHEREAS, Section 791.025 of the Texas Government Code permits local government agencies to enter into interlocal agreements for the purchase of goods and services and does satisfy the requirement of local governments to seek competitive bids and proposals for the purchase of such goods and services through Awarded Proposals; and

WHEREAS, NUECES COUNTY HOSPITAL DISTRICT now requests that NUECES COUNTY allow them to enter into this Interlocal Purchasing Agreement to permit NUECES COUNTY HOSPITAL DISTRICT, in accordance with applicable purchasing laws, to utilize NUECES COUNTY'S procurement and award for Disaster Recovery Management as previously solicited by NUECES COUNTY under Request For Proposal No. 3141-20 (RFP) including all proposals received under the RFP and subsequently awarded by NUECES COUNTY to Hagerty Consulting, LLC.

NOW, THEREFORE, THIS INTERLOCAL PURCHASING AGREEMENT is hereby made and entered into by and between NUECES COUNTY and NUECES COUNTY HOSPITAL DISTRICT upon and for the mutual consideration as stated below:

A. DEFINITIONS.

1. Interlocal Purchasing Agreement. This document titled the Interlocal Purchasing Agreement is between NUECES COUNTY and NUECES COUNTY HOSPITAL DISTRICT.
2. Awarded Proposal. A proposal that has been evaluated by NUECES COUNTY based on a solicitation for goods or services that has been awarded to Vendor(s).
3. Vendor. An external business, entity or enterprise that supplies goods and/or services to NUECES COUNTY that satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services.
4. NUECES COUNTY HOSPITAL DISTRICT. A governmental entity in the State of Texas that desires to do business with NUECES COUNTY and the Vendor(s).

5. NUECES COUNTY. A governmental entity in the State of Texas.
- B. BOUND BY CONDITIONS. NUECES COUNTY HOSPITAL DISTRICT understands and agrees to be bound by the terms, conditions, and expiration date of the Awarded Proposals to be utilized, and hereby agrees to fulfill each and every requirement contained therein as if NUECES COUNTY HOSPITAL DISTRICT was the original procuring entity. NUECES COUNTY reserves the right to terminate the specified Awarded Proposal prior to its expiration without further obligation or penalty pursuant to applicable laws and local policies.
- C. INDEPENDENT ADMINISTRATION. For goods and services purchased by NUECES COUNTY HOSPITAL DISTRICT, NUECES COUNTY HOSPITAL DISTRICT agrees, at its sole cost and expense, to independently administer the requested Awarded Proposal and to pay the Vendor directly for any and all related costs. NUECES COUNTY HOSPITAL DISTRICT agrees to pay for such goods and services from current revenues, in accordance with the terms and conditions of the Awarded Proposal and NUECES COUNTY proposal specifications. NUECES COUNTY HOSPITAL DISTRICT shall be liable to the Vendor only for goods and services requested and received, and shall not, by the execution of this Interlocal Purchasing Agreement, assume any additional liability.
- D. TERM. The term of this Interlocal Purchasing Agreement shall be for (2) years from the execution date below. Either party may, without cause, terminate this Interlocal Purchasing Agreement with prior written notice of thirty (30) days to all parties, including to the Vendor of Awarded Proposal being utilized.
- E. CONSIDERATION: NUECES COUNTY does hereby recognize and acknowledge consideration and aid provided for the benefit of the County by the NUECES COUNTY HOSPITAL DISTRICT. The NUECES COUNTY HOSPITAL DISTRICT funded and executed contractual agreements in the approximate amount of \$503,127 for the benefit of the County and the County's residents in furtherance of the County's efforts to plan for, manage, and control the COVID-19 Coronavirus.
- F. DISPUTE RESOLUTION. In the event of a dispute or claim between a Vendor that has an Awarded Proposal and NUECES COUNTY HOSPITAL DISTRICT resulting from NUECES COUNTY HOSPITAL DISTRICT'S use of NUECES COUNTY Awarded Proposal, NUECES COUNTY HOSPITAL DISTRICT agrees to:
1. Provide written notice to NUECES COUNTY within two (2) business days of any dispute or claim with a Vendor;
 2. Use their good faith efforts and attempt to quickly resolve any and all disputes and claims with Vendor;

3. Pay to NUECES COUNTY all direct and indirect costs associated with any and all actions required for resolution of any dispute or claim related to this Interlocal Purchasing Agreement;
 4. In the event of any mediation, arbitration, litigation or other actions resulting from NUECES COUNTY HOSPITAL DISTRICT'S use of a NUECES COUNTY Awarded Proposal, NUECES COUNTY HOSPITAL DISTRICT will, at its sole cost and expense, enter and defend such actions and shall pay all costs and expenses, including attorneys fees, court costs, claims, demands or judgments arising against NUECES COUNTY HOSPITAL DISTRICT from any actions related to this Interlocal Purchasing Agreement.
- G. INDEPENDENT PARTY. NUECES COUNTY and NUECES COUNTY HOSPITAL DISTRICT acknowledge that neither party is an agent, employee, or joint enterprise of the other, and that each party is responsible for its own actions, forbearance, negligence, and deeds, and for those of NUECES COUNTY HOSPITAL DISTRICT or its employees, in conjunction with the utilization and/or cooperative solicitation of Awarded Proposal obtained in accordance with applicable state law and this Interlocal Purchasing Agreement.
- H. PROVISION OF GOODS AND SERVICES. NUECES COUNTY will not provide any funds, equipment or personnel utilized in the acquisition of goods and services to NUECES COUNTY HOSPITAL DISTRICT under this Interlocal Purchasing Agreement and/or Awarded Proposal.
- I. NO WARRANTY. NUECES COUNTY shall neither warrant nor be responsible for the quality or delivery of goods and/or services from a VENDOR under the Awarded Proposal. NUECES COUNTY HOSPITAL DISTRICT shall receive warranties on Awarded Proposal.
- J. VENDOR APPROVAL. NUECES COUNTY HOSPITAL DISTRICT will be able to procure goods and/or services from the Awarded Proposal for Disaster Recovery Management executed by NUECES COUNTY where the Vendor has accepted the terms for cooperative purchasing agreements for local governments established by applicable state laws and local policies.
- K. MISCELLANEOUS PROVISIONS
1. Binding Agreement and Authority. This Interlocal Purchasing Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Interlocal Purchasing Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Interlocal Purchasing Agreement.

2. Amendment. This Interlocal Purchasing Agreement may not be amended except in a written instrument specifically referring to this Interlocal Purchasing Agreement and signed by the parties hereto.
3. Applicable Law. This Interlocal Purchasing Agreement shall be governed by and construed in accordance with the applicable state laws and venue of any legal action filed by either NUECES COUNTY HOSPITAL DISTRICT or NUECES COUNTY shall lie in Nueces County, Texas. Nothing herein is intended to benefit any third-party beneficiaries.
4. Immunity. This Interlocal Purchasing Agreement shall be expressly subject to NUECES COUNTY HOSPITAL DISTRICT'S Governmental Immunity and NUECES COUNTY'S Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all applicable federal and state law.
5. Severability. In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Interlocal Purchasing Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Interlocal Purchasing Agreement, which shall remain in full force and effect.

EXECUTED this the 15th day of December, 2021.

COUNTY OF NUECES:

**NUECES COUNTY
HOSPITAL DISTRICT:**

BY: 
Barbara Canales
County Judge

BY: 
Jonny F. Hipp
Administrator/CEO

In Concurrence:

BY: 
Michael Robinson
County Purchasing Agent

ATTEST:



BY: 
Kara Sands
County Clerk

APPROVED AS TO FORM:

BY: _____
Jenny P. Dorsey
County Attorney

Agenda Item: 6.B.2

This Contract with Hagerty is presently in negotiation and will subsequently require legal review; it will be distributed to the Board prior to the meeting.

Nevertheless, I have attached a copy of Nueces County's current Hagerty contract which provides an opportunity to see how our Contract with them would likely work. Please note though in Section 4.1 of County's contract the Not-to-Exceed amount is \$1,000,000.00 and our NTE amount will be \$50,000.00. Finally, Attachment C of the County's Contract shows the fee schedule our Contract will likely include.



NUECES COUNTY PURCHASING

MICHAEL ROBINSON
COUNTY PURCHASING AGENT

February 25, 2021

Hagerty Consulting, Inc.
Katie Freeman
Director of Operations
1618 Orrington Avenue, Suite 201
Evanston, IL 60201

Subject: Letter of Executed Contract #20210111 for RFP No. 3141-20 Disaster Recovery Management

Dear Ms. Freeman,

This letter serves as notification on the above-mentioned project that all documents are in order. Attached is an original fully executed contract.

Please let us know if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to read "Michael Robinson", is written over a horizontal line.

Michael Robinson
Procurement Director
(361) 888-0426

cc: Maria Bedia – Grants Administrator

SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR SERVICES (“**Contract**”), with an effective date of February 24, 2021, is made by and between **Nueces County, Texas** (“**County**”), a political subdivision formed under the laws of the State of Texas, whose Administrative Office is at 901 Leopard St., Rm. 303, Corpus Christi, Texas 78401; and **Hagerty Consulting, Inc.** (“**Contractor**”), a corporation organized and existing under the laws of the State of Illinois, whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, IL 60201 (collectively the “**Parties**”) for the purpose of contracting for services herein.

WITNESSETH

WHEREAS, Local Government Code, Chapter 262.0295, provides for the procurement of grant administrative and project management services through a Request for Proposals process; and

WHEREAS, on August 25, 2020, County and Hagerty Consulting, Inc. entered a 2-year service contract pursuant to H-GAC Contract No. HP08-17 (the “**Previous Contract**”), and where Parties mutually agree to terminate the Previous Contract for convenience and continue any necessary work under this Contract; and

WHEREAS, on or about January 6, 2021, Contractor was awarded RFP No. 3141-20 by County regarding professional services related to disaster recovery management; and

WHEREAS, County now desires to contract for professional services related to:
FEMA Public Assistance Program Grant Management and other related response and recovery services as described in the “Scope of Services” set forth in **Attachment A** and **Attachment B**, attached hereto. Work Authorizations shall be issued for specific deliverables or efforts under this Contract (“**Services**”). Such Services to be provided by Contractor will be determined by Nueces County and specified in writing on each Work Authorization prior to Contractor commencing said Services.

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF WORK TO BE PROVIDED BY COUNTY

1.1 County will assist Contractor in coordination of activities required by Contractor to deliver Scope of Services.

ARTICLE 2
SCOPE OF WORK TO BE PROVIDED BY CONTRACTOR

2.1 Contractor shall perform Services for the fulfillment of the Contract as identified in **Attachment B – Services** to be provided by Contractor, attached hereto and made a part thereof this Contract. Contractor efforts shall take place during the periods stated in the Work Authorizations.

2.2 Contractor will name one individual as the primary contact to resolve all problems that may arise during the term of the Contract. Nueces County will require Contractor to provide experienced personnel to assure quality service and compliance with Nueces County service and management philosophies. Should any personnel assigned to the project be unable to perform in a satisfactory manner or become unavailable and adversely affect the administration or provision of required Services, the Contractor shall provide competent replacement(s) in a timely manner.

ARTICLE 3
CONTRACT PERIOD

3.1 The Term of this Contract shall be from February 24, 2021 through February 23, 2023 (2 years). The Contractor shall proceed with the Services as authorized in writing by the County, as provided in **Article 5 – Work Authorizations**. This Contract shall terminate at the close of business on February 23, 2023 unless extended by supplement agreement duly executed by the Parties prior to the date of termination, as provided in **Article 10 – Supplemental Agreements** for an additional three (3) one (1) year periods, or otherwise terminated, as provided in **Article 18 – Termination**. Any work performed, Services, or costs incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The maximum amount payable under this Contract is a Not-to-Exceed (NTE) amount of \$1,000,000.00 (one-million dollars) unless modified as provided in **Article 10 – Supplemental Agreements**. Payments shall be due and payable on a monthly basis as Services are provided in accordance with this Contract and **Attachment C – Work and Fee Schedule**, herein attached and incorporated in its entirety. Amounts due and payable to Contractor under any Work Authorization will be based on the level of effort and approved hourly rates in **Attachment C**.

4.2 County will not reimburse Contractor for travel unless approved in advance in writing – including but not limited to email – by County. Approved travel costs will be billed to the County in accordance with GSA federal travel regulations at the time of the travel, at cost without markup.

4.3 If any other out-of-pocket costs are necessary, they will be approved in advance in writing – including but not limited to email – by County and billed at cost, without

markup. To the extent that any travel fee or out-of-pocket cost is not pre-approved by County, such expenses shall be ineligible for reimbursement to Contractor.

4.4 Contractor shall prepare and submit to County a monthly invoice and a progress report in reasonable detail, stating the status, hours and rate performed by person and classification with description of the Services accomplished during the billing period.

4.5 County reserves the right to withhold payment pending verification of satisfactory Services to be determined in the reasonable discretion of County.

4.6 County assumes no liability for work or Services performed or costs incurred prior to the date authorized by County for Contractor to begin work, during periods when work is suspended, or subsequent to the Contract's completion date.

ARTICLE 5 WORK AUTHORIZATIONS

5.1 County will issue Work Authorizations at the County's discretion. Work Authorizations will be in the form identified and attached hereto as **Attachment D - Work Authorization**, to authorize Contractor to perform one or more Services, deliverables, or tasks related to Services. The Work Authorization will not waive County's or Contractor's responsibilities and obligations established in this Contract. Contractor's Work Authorization will be issued by the County Judge.

5.2 Contractor will not begin tasks without obtaining written Work Authorization approval from County. These Work Authorization approvals may take the form of an email approval and will be completed by the County Judge or her designee providing the County control over the overall Contract budget and timeline, as well as efficient and effective project management and execution by Contractor. Work Authorizations will set out the work authorized under this Contract and provide an estimated cost for tasks set out in the Work Authorizations.

5.3 Upon satisfactory completion of the Work Authorization, Contractor shall submit to County for review and acceptance of the Services as specified in the executed Work Authorization.

5.4 All Services must be completed on or before the completion date specified in the Work Authorization. Contractor shall promptly notify County of any event which will affect completion of the Work Authorization.

5.5 Contractor shall work with County to establish a system to track and submit direct and indirect administrative costs for allowable reimbursement from FEMA, HUD, or the State of Texas. County represents and understands that FEMA, HUD, and similar recovery programs are "reimbursement" programs and that the County must pay Contractor prior to seeking reimbursement for any allowable portion of these costs. For the avoidance of doubt, County hereby agrees that its obligation to compensate Contractor is not contingent upon the timing or the amount of reimbursement from FEMA, HUD, or the

**ARTICLE 6
PROGRESS**

6.1 Contractor shall, from time to time during the progress of the Services, confer with County. Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by County, in order to evaluate features of the Work Authorization and Services. Upon request by County, Contractor shall make presentations to the Commissioners Court.

6.2 At the request of County or Contractor, conferences shall be held at Contractor's office, County's office, at other locations designated by the County, or digitally. These conferences shall also include an evaluation of Contractor's Services and work when requested by County.

6.3 Should County determine that the progress of the Work Authorization or Services does not satisfy the work schedule, County will review the work schedule with Contractor to determine corrective action needed.

6.4 Contractor shall promptly advise the County in writing of events which have a significant impact upon the progress of the Work Authorization, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

**ARTICLE 7
SUSPENSION**

7.1 County may suspend Services, but not terminate the Contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by both Parties. The work will be reinstated and resumed in full force and effect within one (1) calendar days of receipt of written notice from the County to resume the work. The one (1) day notice may be waived if approved in writing by both Parties.

7.2 If County suspends the work, the Contract period, as determined in **Article 3 – Contract Period**, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in **Article 10 – Supplemental Agreements**.

**ARTICLE 8
ADDITIONAL WORK**

8.1 If Contractor determines that any Services or work it has been directed to

perform are beyond the scope of this Contract and constitutes extra work, it shall promptly notify County in writing. In the event County determines that such Services or work constitute extra work exceeding the maximum amount payable, County shall so advise Contractor and a supplemental agreement may be executed, as provided in **Article 10 – Supplemental Agreements**.

8.2 Contractor shall not perform any additional Services or incur any additional costs prior to the execution, by both Parties, of a supplemental agreement. The County shall not be responsible for actions by Contractor or any costs incurred by Contractor relating to additional work not directly associated with the performance of the Services authorized in this Contract or as amended.

ARTICLE 9 CHANGES IN WORK

9.1 If County finds it necessary to request changes to previously satisfactorily completed Services or parts thereof which involve changes to the original scope of Services or character of Services under the Contract, Contractor shall make such revisions if requested and as directed by County. This will be considered additional work and paid for as specified under **Article 8 – Additional Work**.

9.2 Furthermore, Contractor shall make such revisions to Services to correct errors appearing therein, when required to do so by County. No additional compensation will be paid for the correction of errors.

ARTICLE 10 SUPPLEMENTAL AGREEMENTS

10.1 The terms of this Contract may be modified by supplemental agreement if County determines that there has been a significant change in the scope, complexity, or character of the Services to be performed, or the duration of the individual Services. Additional compensation, if appropriate, shall be identified as provided in **Article 4 – Compensation and Method of Payment**.

10.2 Any supplemental agreement must be executed by both Parties within the Contract period specified in **Article 3 – Contract Period**.

10.3 **No claim for extra work or Services done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by County. County reserves the right to withhold payment pending verification of satisfactory Services performed to be determined in the County's reasonable discretion.**

10.4 Any supplemental agreement shall be consistent with **RFP No. 3141-20** or may require another bid process.

ARTICLE 11 PUBLIC INFORMATION ACT

11.1 All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of County (“**Documents**”) and shall be furnished to County upon request. All Documents prepared by Contractor and all Documents furnished to Contractor by County shall be delivered to County upon completion or termination of this Contract. Contractor, at its own expense, may retain copies of such Documents or any other data which it has furnished County under this Contract, but Contractor shall not release Documents or copies of Documents to a third-party unless it is necessary under the Texas Public Information Act. Release of all documents will be in accordance with the Texas Public Information Act.

**ARTICLE 12
PERSONNEL, EQUIPMENT AND MATERIAL**

12.1 Contractor shall furnish and maintain, at its own expense, office space for the performance of Services that can be performed remotely from Nueces County, and adequate equipment to perform the Services as required. If on-site Services are necessary in Nueces County, Contractor and County will coordinate so that office space is provided on-site in Nueces County for the required on-site period.

**ARTICLE 13
SUBCONTRACTING**

13.1 Contractor shall not assign, subcontract or transfer any portion of the Services under this Contract. All Services under this Contract shall be performed by Contractor. For purposes of this Article, Contractor may utilize professionals working as independent contractors to assist Contractor with sub-parts of Services; however, Contractor is primarily responsible for Services and for any work performed by independent contractors. County reserves the right in its sole discretion to object to the use of said professionals working as independent contractors.

**ARTICLE 14
EVALUATION OF WORK**

14.1 County and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the Services performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of Contractor, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the Services under this Contract, Contractor’s Services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 15
SUBMISSION OF REPORTS**

15. All applicable study reports shall be submitted in preliminary form for review

by County before a final report is issued. County's comments on Contractor's preliminary report shall be addressed in the final report. No study reports are herein required for performance of services requested.

ARTICLE 16 COMPUTER DOCUMENTS AND INFORMATION EXCHANGE

16.1 All computer files must be compatible with County's computer systems without conversion or modifications and must plot, format, or render consistent with their original and intended layout.

16.2 All plots and graphics media provided by Contractor shall be delivered to County. Final payment for the work associated with this Contract will not be made until the files furnished by Contractor have been demonstrated to be usable in the required formats.

ARTICLE 17 VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

17.1 Material violations of the Contract terms or a material breach of Contract, after the expiration of the requisite notice and cure period, by either Party shall be grounds for termination of the Contract by the opposite party and any actual costs incurred and reasonable increased costs arising from the breaching Party's default, breach of Contract, or violation of Contract terms, pursuant to Texas law, shall be paid by the breaching Party.

17.2 In the event of any material violation or material breach of the requirements or provisions of this Contract by either Party, the non-breaching Party shall send the breaching Party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching Party shall have a period of thirty (30) days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the thirty (30) days. In the event such breach is of the nature which is incapable of being cured, through no fault of the breaching Party within the thirty (30) days, and the breaching Party diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching Party fails to cure such breach within the thirty (30) days (or such longer period if so required), then the breaching Party shall be deemed to be in violation of this Contract and the non-breaching Party may pursue any and all remedies available pursuant to this Contract or at law or in equity.

ARTICLE 18 TERMINATION

18.1 This Contract shall terminate at the close of business (5:00 P.M. Central) on the 23rd day of February 2023, unless extended as provided in **Article 10 – Supplemental Agreements**.

18.2 This Contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both Parties;
2. By County, by notice in writing to the Contractor as a consequence of failure by Contractor to perform the Services in the Work Authorizations as set forth herein in a satisfactory manner;
3. By either Party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By County, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to Contractor; and
5. By written notice from County upon satisfactory completion of all Services and Work Authorizations and obligations described herein.

18.2 Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Contractor.

18.4 If the Contractor defaults in the performance of this contract or if County terminates this Contract for fault on the part of Contractor, County will give consideration to the actual costs incurred by Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to County, the cost to County of employing another to complete the work required and the time required to do so, and other factors which affect the value to County of the work performed at the time of default.

18.5 The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County and Contractor under this Contract except the obligations set forth in **Articles 11, 14, 19, 20, 21 and 22** of this Contract. If the termination of this Contract is due to the failure of Contractor to fulfill its Contract obligations, County may take over the project and prosecute the work to completion. In such case, Contractor shall be liable to County for any additional cost occasioned to County.

ARTICLE 19 COMPLIANCE WITH LAWS

19.1 Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Contract, including, without limitation licensing laws and regulations. When required, Contractor shall furnish the County with satisfactory proof of its compliance.

19.2 It is expressly understood by County and Contractor, that from the date of award of Contractor to one-year after termination or expiration of Contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of

the *County Personnel or Civil Service Rules*, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one-year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

19.3 Compliance with EEOC and other U.S. Federal Laws and Regulations: To the extent set forth in the respective statutes, **Contractor** shall comply with the following, but not limited, laws or regulations:

- 19.3.1 Title VII of the Civil Rights Act of 1964;
- 19.3.2 Age Discrimination in Employment Act of 1967;
- 19.3.3 Title I of the Americans with Disabilities Act of 1990;
- 19.3.4 Equal Pay Act of 1963;
- 19.3.5 Fair Labor Standards Act of 1938; and
- 19.3.6 Immigration Reform and Control Act of 1986.
- 19.3.7 This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those requirements, the Parties will work together in good faith to supplement the Contract as necessary.

19.4. By entering into this Contract, **Contractor** affirmatively warrants that **Contractor** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Contractor** shall remain in compliance therewith.

ARTICLE 20 INDEMNIFICATION

20.1 CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, ITS PROFESSIONALS WORKING AS INDEPENDENT CONTRACTORS AS ALLOWED BY ARTICLE 13, OR ITS EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM A NEGLIGENT ACT OR OMISSION OF THE ABOVEMENTIONED ENTITIES. CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH NEGLIGENT ACT OR OMISSION BY THE CONTRACTOR, ITS

AGENTS, ITS PROFESSIONALS WORKING AS INDEPENDENT CONTRACTORS AS ALLOWED BY ARTICLE 13, OR EMPLOYEES.

**ARTICLE 21
CONTRACTOR'S RESPONSIBILITY**

21.1 **Professional Services Standard of Care:** The acts under this Contract of Contractor and its officers, employees, agents, and its professionals working as independent contractors are those of a professional providing services for County, and Contractor will perform the work, tasks, deliverables, and Services in the Work Authorization requests pursuant to the professional standard of care under Texas law.

21.2 Contractor shall be responsible for the accuracy of its Services and work and the work of its professionals working as independent contractors as allowed by Article 13 and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**ARTICLE 22
RETENTION, AVAILABILITY OF RECORDS AND AUDIT
REQUIREMENTS**

22.1 Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. County – and County grant sources including but not limited to federal and state agents – or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by Contractor.

**ARTICLE 23
SUCCESSORS AND ASSIGNS**

23.1 The Parties do hereby bind themselves, their successors, executors, administrators, and assign to each other party of this Contract and their successors, executors, administrators all covenants of this Contract.

23.2 Contractor shall not assign, subcontract, or transfer its interest in this Contract.

**ARTICLE 24
SEVERABILITY**

24.1 In the event any one or more of the provisions contained in this Contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained herein.

**ARTICLE 25
PRIOR CONTRACT SUPERSEDED**

25.1 This Contract constitutes the sole agreement of the Parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

25.2 By mutual agreement, the 30-day written notice period to terminate the Previous Contract is waived (*see Section 6* of Previous Contract), and the Previous Contract is terminated on February 24, 2021 at 11:59 P.M. Parties will coordinate a time to end or transition services to this Contract through the use of Work Authorizations.

25.3 Notwithstanding the sections above, all applicable work and Services provided by Contractor up until February 24, 2021 that are under a previous Work Authorization are controlled by the Previous Contract. All new Work Authorizations starting February 24, 2021 – including potential Work Authorizations to continue previous services – will be issued on or after February 24, 2021.

**ARTICLE 26
NOTICES**

26.1 All notices to either Party by the other, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

CONTRACTOR

Barbara Canales

Bradley R. Grining

Nueces County Judge

Chief Operating Officer

901 Leopard St., Rm. 303

1618 Orrington Avenue, Suite 201

Corpus Christi, Texas 78401

Evanston, IL 60201

Barbara.Canales@nuecesco.com

Brad.Grining@hagertyconsulting.com

26.2 Form of Notice: All notices required or permitted under this Contract shall be effective:

26.2.1 On the first day after receipt of a facsimile or electronic transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above; or

26.2.2 On the third (3rd) business day after mailing by depositing the notice in

the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt.

**ARTICLE 27
GOVERNING LAW AND VENUE**

27.1 This Contract shall be construed under and in accord with the law of the State of Texas. Venue shall be in Nueces County, Texas.

**ARTICLE 28
WARRANTIES OF CONTRACTOR AND COUNTY**

28.1 County warrants that:

28.1.1 County has the lawful authority to enter into and perform this Contract;

28.2.2 County shall not offer employment to any employee of Contractor for a period of two (2) years after the termination, except for cause, of this Contract.

28.2 Contractor warrants that Contractor has:

28.2.1 All necessary licenses and consents required for Contractor to enter into and fully perform the Scope of Services set forth herein and in Work Authorizations;

28.2.2 All required insurances, including Worker's Compensation Insurance and General Liability Insurance in at least the following amounts: Worker's compensation as required by law; general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. County shall be named as an additional insured on the general liability policy. County must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance;

28.2.3 No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by Contractor.

28.3 Contractor warrants that Contractor shall throughout the term of this Contract:

28.3.1 Perform all tasks required under the Scope of Services with the same degree of skill and care as members of the same profession operating in the State of Texas;

28.3.2 Ensure that any third party, employee, or agent of Contractor shall comply with the terms of this Contract concerning employment discrimination, insurances.

**ARTICLE 29
INSURANCE**

29.1 Contractor shall procure and maintain the following insurance during the term of the Contract:

29.1.1 Worker's Compensation: For all its employees engaged in Services under this Contract. In case any employee engaged in hazardous work under this Contract and is not protected under the Worker's Compensation Statute, Contractor shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation – Statutory
Coverage B – Employer's Liability – \$1,000,000.00

29.1.2. Liability: Comprehensive General Liability insurance including coverage for all operations, including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. **County** shall be named as additional insured pursuant to an additional insured endorsement providing comprehensive general liability coverage for completed operations in addition to on-going operations and will be endorsed with a waiver of subrogation in favor of County.

29.1.3. Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. The **County** shall be named as additional insured and will be endorsed with a waiver of subrogation in favor of County.

29.1.4. Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$2,000,000.

29.2 Contractor shall furnish to **County** certificates of insurance evidencing said coverages. Contractor shall notify **County** thirty (30) days prior to any change in limits or scope of coverage, cancellation, or non-renewal.

ARTICLE 30 MISCELLANEOUS

30.1 Headings to Articles or sections in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

30.2 This Contract may be signed in any number of counterparts, each of which is an

original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

30.3 Mandatory contract provisions for non-federal entities under Federal awards are described in **Attachment E** and are incorporated in their entirety in this Contract.

30.4 Contractor shall sign and attach a current Anti-Lobbying Certificate which will be labeled as **Attachment F** to this Contract.

30.5 Contractor shall sign and attach a current Debarment Statement which will be labeled as **Attachment G** to this Contract.

IN WITNESS WHEREOF, County and Contractor have executed these presents induplicate.

COUNTY

NUECES COUNTY

By: 

Barbara Canales
Nueces County Judge

Date: 2/24/21



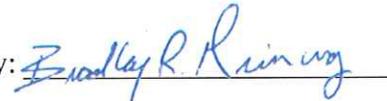
ATTEST

By: 

Kara Sands
Nueces County Clerk

CONTRACTOR

HAGERTY CONSULTING, INC.

By: 

Bradley R. Grining
Chief Operating Officer

Date: 2/23/2021

ATTEST

By: 

Print Stephen H. Hagerty

List of Attachments:

Attachment A – Services to be Provided by the County

Attachment B – Services to be Provided by the Contractor
Attachment C – Work Schedule and Fee Schedule

Attachment D – Work Authorization

Attachment E – Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards

Attachment F – Anti-Lobbying Certificate

Attachment G – Debarment Statement

Attachment A
Services to be Provided by the County

The County will assist Contractor in coordination of activities required to deliver Scope of Work tasks (Services to be performed under Work Authorizations).

Attachment B

Services to be Provided by Contractor

Regarding the FEMA Public Assistance Program, Nueces County desires a firm to support the County as an Independent contractor for the preparation, assessments, and submissions associated with Nueces County's FEMA Disaster Summary Outline, Nueces County Grant Applications, and the management of such grants. The services provided shall allow Nueces County to maximize FEMA funding, expedite the process, and retain funds during project closeout and audit. All services related to FEMA shall be provided and performed in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of the governmental agencies which regulate or have jurisdiction over the services provided and/or performed by the selected firm. In addition to FEMA funded recovery programs, Nueces County may task the Contractor to provide disaster response or related recovery services that may be funded from different federal or state agencies or funding streams. Deliverables under this agreement may include, but are not limited to, the following:

Deliverables: Tasks

1. Grant Management Tasks:
 - a. Provide general grant management services to research, develop, submit, and manage FEMA GMS
 - b. Oversee the administration of FEMA GMS to ensure compliance with requirements and all applicable rules and regulations imposed
 - c. Draft and review Project Worksheets for clarity and completeness, adequacy of the proposed approach and justification of requirements
 - d. Assist in the development of a disaster recovery team
 - e. Assist in the development of a comprehensive recovery strategy
 - f. Assist in the development of policies and procedures for FEMA GMS and implement improvements as needed
 - g. Provide advice to the disaster recovery team as appropriate; participate in meetings
 - h. Prepare draft correspondence as necessary to applicable agencies (including State of Texas, TEDM, FEMA, and/or Center of Excellence, (COE).
 - i. Assist in developing of mitigation proposals under Sections 404 and 406 of the Stafford Act Coordinate and submit Requests for Alternate or Improved Projects, Expedited Payments and/or Immediate Needs Funding, Time Extensions, Quarterly Reports
 - j. Establish and maintain files for individual projects through a database or electronic equivalent
 - k. Itemize and summarize eligible expenditures through a spreadsheet or electronic equivalent
 - l. Collaborate with Accounting Department to ensure eligible expenditures are properly recorded and accounted for
 - m. Assist with the preparation and coordination of internal, external, and agency audits

- n. Assist with the preparation and submission of required reports including, but not limited to, financial reports, programmatic reports, close-out reports, etc.
- o. Assist in the handling of classified, sensitive, and proprietary information supporting the operations of the organization
- p. Assist in all program adjustments and/or revisions necessary
- q. Assist in all financial adjustments and/or revisions necessary
- r. Provide damage assessment and assist in formulation of project worksheets and completed cost estimates for repair.
- s. Provide and compile pre-disaster pictures of each site and after post disaster damage site pictures.
- t. Latitude and longitude of damage locations must be located on spreadsheets of claim submissions
- u. Create and submit Google Earth Maps of all of locations involved in damage claims.
- v. Meet all criteria based the most current FEMA Disaster Summary Guidelines.
- w. Compile and submit all supporting document as well as download said documents in a NAS file for each location for submission to Texas Department of Emergency Management, TDEM, and FEMA.
- x. Work with Nueces County Risk Management Departments to coordinate with the Public Assistance Program to provide Complete Property insurance policies for Nueces County.
- y. Work with Nueces County Risk Management Departments to acquire a current Statement of Values for all properties in Nueces Counties.
- z. Assist Nueces County Emergency Management in preparing and submission of any required disaster summary outlines.

2. Eligibility Tasks:

- a. Review eligibility issues and work with Nueces County to develop justifications for presentation to FEMA and the State of Texas
- b. Assist in developing effective methods for identifying, capturing/documenting, summarizing, and tracking of eligible facilities, work, and costs and duplication of benefits
- c. Review contracts and purchasing documentation
- d. Review documentation prepared/provided by departments
- e. Assist Nueces County departments with compiling and summarizing Category A through G costs for presentation to FEMA and the State of Texas
- f. Assist in the preparation of Project Worksheets for small and large projects based upon information provided by departments
- g. Attend meetings with Nueces County, State of Texas, and FEMA to negotiate individual Project Worksheets as needed.
- h. Provide support and assistance to departments having difficulty with claim documentation
- i. Assist in determining if any eligible damages have not been quantified and presented to inspectors / Project Managers
- j. Assist in the resolution of disputes that may arise

- k. Address issues related to inter-agency funding conflicts
 - l. If Nueces County disagrees with FEMA determinations, assist to strategize and write appeals
 - m. When Nueces County has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA
3. Engagement Management Tasks:
- a. Prepare program management plan
 - b. Prepare weekly summary reports
 - c. Attend planning and progress update meetings

Attachment C
Work Schedule and Fee Schedule

Work Schedule

Work schedule is subject to change and will be provided in Work Authorizations.

Fee Schedule

Title & Description of Work	Hrs/Week Not to Exceed	Estimated % of Direct Cost	Estimated % Indirect Cost	Billable Rate/Hr
Project Executive	8	93%	7%	\$ 250
Senior Subject Matter Expert	20	93%	7%	\$ 240
Subject Matter Expert	24	93%	7%	\$ 220
Senior Project Manager	24	93%	7%	\$ 190
Project Manager	40	93%	7%	\$ 170
Deputy Project Manager	40	93%	7%	\$ 145
Recovery Consultant V	8	93%	7%	\$ 200
Recovery Consultant IV	16	93%	7%	\$ 180
Recovery Consultant III	32	93%	7%	\$ 160
Recovery Consultant II	40	93%	7%	\$ 140
Recovery Consultant I	40	93%	7%	\$ 120
Senior Administrator	24	93%	7%	\$ 90
Administrator	0	93%	7%	\$ 75

Attachment D
Work Authorization

This work authorization is issued in accordance with the Services Contract, dated _____, between Nueces County and Hagerty Consulting, Inc.

Work Task (Services): _____

Cost: _____

Deliverables: _____

Completion Date: _____

COUNTY OF NUECES

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment E

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." If the contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this contract, the **Contractor** agrees as follows:

- (1) The **Contractor** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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. The contractor 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) The **Contractor** will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The **Contractor** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The **Contractor** 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.
- (5) The **Contractor** 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.
- (6) In the event of the **Contractor's** noncompliance with the nondiscrimination clauses of this contract or with

any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor 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 as 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.

- (7) The **Contractor** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The contractor 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 the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act

- (1) The **Contractor** 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) The **Contractor** agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The **Contractor** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(H) Federal Water Pollution Control Act

- (1) The **Contractor** 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) The **Contractor** agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The **Contractor** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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) The **Contractor** 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 (insert name of subrecipient). If it is later determined that the **Contractor** 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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.

(K) See §200.322 Procurement of recovered materials.

(L) Access to Records. The following access to records requirements apply to this Contract:

- (1) The contractor agrees to provide Nueces County, County Judge, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

(N) The Federal Government is not a party to this contract 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 contract.

(O) The contractor 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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Attachment F

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

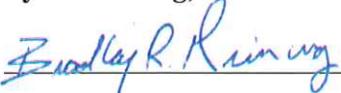
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Hagerty Consulting, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signatures of Authorized Principal(s):

CONTRACTOR NAME: **Hagerty Consulting, Inc.**

AUTHORIZED SIGNATURE: 

PRINT NAME: Bradley R. Grining

TITLE: Chief Operating Officer

DATE: 2/23/2021

Attachment G
Debarment Statement

The applicant (herein Hagerty Consulting, Inc.) certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d) Have not within a three-year period preceding this application had one more public transactions (Federal, State, or local) terminated for cause of default;

Hagerty Consulting, Inc. further certifies:

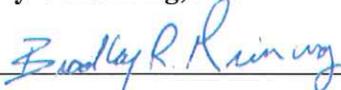
No principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services; and

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

Hagerty Consulting, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signatures of Authorized Principal(s):

CONTRACTOR NAME: **Hagerty Consulting, Inc.**

AUTHORIZED SIGNATURE: 

PRINT NAME & TITLE: Bradley R. Grining, Chief Operating Officer

DATE: 2/23/2021

From: [Ankit Sanghavi](#)
To: [Jonny F. Hipp \(NCHD\)](#)
Cc: ["County Judge Barbara Canales"](#); ["Maggie Turner"](#); [Maricel Godinho](#); [Sherry Wilkie-Conway](#)
Subject: Texas Health Institute Invoice
Date: Monday, December 6, 2021 11:33:21 AM
Attachments: [NCHD-12.06.21.pdf](#)
[ACH Authorization Form 2021.xlsx](#)

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



Good morning Jonny,

I hope this email finds you well. Per guidance, I am sending and attaching the invoice and ACH instructions for our work on the report dissemination and engagement (particularly between May and July 2021).

Please let me know if anything else is needed from my end.

Wishing you and yours a happy and healthy holiday season!

Best,

Ankit Sanghavi, BDS MPH

Executive Director

Texas Health Institute

9111 Jollyville Rd., St. 280

Austin, Texas 78759

www.texashealthinstitute.org

Direct: 512-279-3901 | Cell: 979-587-3401 | Main: 512-279-3910



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

VIA CERTIFIED MAIL
7017 3040 0000 9476 8433

December 9, 2021

Mr. Ankit Sanghavi, BDS, MPH
Texas Health Institute
9111 Jollyville Road, Ste. 280
Austin, Texas 78759

Re: Invoice No. 211206-NCHD
Dated: 12/06/2021

Dear Ankit:

On Monday, December 6, 2022, I received an email from you along with the above referenced invoice in the amount of \$19,000.00 billing the Nueces County Hospital District for services rendered in May and July of 2021 by Texas Health Institute.

The Nueces County Hospital District has only entered into one contract with Texas Health Institute. On or about October 27, 2020, the Nueces County Hospital District and Texas Health Institute executed a contract in the amount of \$118,127.00 for services to be performed by Texas Health Institute between November 01, 2020 through February 28, 2021. Texas Health Institute was not able to perform the work in the original time-period and the contract was extended three separate times as follows:

- Amendment No. 1 – Contract extended to March 23, 2021
- Amendment No. 2 – Contract extended to April 13, 2021
- Amendment No. 3 – Contract extended to April 20, 2021.

The contract expired on April 20, 2021.

The Nueces County Hospital District's contract with Texas Health Institute was for the Texas Health Institute to provide project management services for an online dashboard developed by Accenture, LLP essentially serving as the Health Equity subject matter expert for the dashboard framework and metrics. There is absolutely no mention or reference in the contract for Texas Health Equity to perform services for in person community briefings or for any virtual meetings. Furthermore, as Administrator/CEO of the Nueces County Hospital District, I did not approve or authorize the services and fees described in your invoice, nor am I aware of any member of the

Mr. Ankit Sanghavi
December 9, 2021

Page 2

Nueces County Hospital District's Board of Managers approving or authorizing the services or the fees on the invoice. Enclosed please find copies of the only contract between the Nueces County Hospital District and Texas Health Institute and the three (3) amendments to the contract.

In your email you state that "per guidance, you were sending and attaching the invoice for your work on the report dissemination and engagement (particularly between May and July 2021)." Please advise who provided the guidance for you to send your invoice to the Nueces County Hospital District, to understand why Texas Health Institute is seeking payment from the Nueces County Hospital District for the services described in your invoice, seeing as Texas Health Institute does not have a contract with Nueces County Hospital District or authorization from Nueces County Hospital District for services after the expiration on April 20, 2021 of the parties' original contract.

This matter will be placed on the next Nueces County Hospital District's Board of Managers meeting for their consideration and action and your responsive information to this correspondence will be presented to the Board.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jonny F. Hipp". The signature is written in a cursive, flowing style.

Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

Enclosures



**Agreement between Texas Health Institute
and Nueces County Hospital District**

THIS AGREEMENT is by and between the Nueces County Hospital District (hereinafter referred to as "Hospital District" or "District"), a political subdivision of the State of Texas and Texas Health Institute, a 501c3 nonprofit located in Austin, (hereinafter referred to as "THI"). In consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

- I) **Term** – November 01, 2020 through February 28, 2021
- II) **Scope of Work**

The Hospital District will be separately contracting with Accenture, LLP to utilize their cloud-based Control Tower service and to additionally develop an online dashboard and provide data specifically to assist in determining Nueces County's social determinants of health and Coronavirus COVID-19 impacts, herein "Dashboard."

For the proposed Dashboard initiative, THI will serve as the project lead and health equity subject matter expert (HESME). For the purposes of this agreement, the term "health equity" means that everyone has a fair and just opportunity to be as healthy as possible. In context of data and measurement, health equity means reducing and ultimately eliminating disparities in health and its determinants that adversely affect marginalized groups.

In this HESME role under this Agreement, THI will be primarily responsible for four tasks:

1. **Health equity project management** to ensure the timely and quality execution of Dashboard health equity project activities and deliverables, coordinating across multiple partners.
2. **Health equity subject matter expertise** to guide and inform Dashboard health equity benchmarks and metrics as well as help contextualize and sense-make data from a health equity perspective.
3. **Health equity environmental and policy scan** tied to the Dashboard to identify the health equity-related community resources, social services, and policies currently meeting community needs, where gaps exist, and high-level recommendations for change actions.
4. **Health equity community local stakeholder engagement** to capture perspectives from 12-15 grass-tops community-based organizations (as identified by the Hospital District's designee Nueces County) in Nueces County responding to and serving diverse community members to confirm the Dashboard's health equity framework, metrics, and environmental scan reflect the community's needs and priorities.

A handwritten signature in black ink, appearing to read 'C. W. P.' or similar, located at the bottom right of the page.

III) Deliverables

1. Health equity & community content guidance and metadata from environmental and policy scans integrated into the Dashboard.
2. Health equity summary report combining key Dashboard health equity data, findings from the environmental/policy scan and community engagement sessions, and recommendations building on identified community needs and resource gaps. Report shall be provided in a portable document format.

IV) Staffing

Under the direct oversight of THI CEO, Ankit Sanghavi and led by its Chief Health Equity Officer, Nadia Siddiqui, THI team will be comprised of seasoned experts with decades of experience in health equity, public health, health services research, community health, systems thinking, and health economics. Upon request by the Hospital District, THI shall provide the resumes or curriculum vitae of all THI employees or consultants utilized by THI for the services provided under this Agreement.

V) Costs and Reimbursement Schedule

- a. Total costs to the Hospital District for all THI services provided under this Agreement shall not exceed \$118,127 over the four-consecutive month project term, starting November 01, 2020 and ending February 28, 2021. The following table provides a summary of monthly THI milestone/s, roles, and invoice costs.

Month	THI Activities	Monthly Cost
November 2020	Project management, community partner engagement, health equity HESME to guide Dashboard framework and metrics	\$24,688
December 2020	Project management, completion of community partner engagement, environmental and policy scan, continued HESME for Dashboard	\$32,563
January 2021	Project management, completion of environmental and policy scan, HESME for review & quality assurance of Dashboard	\$31,188
February 2021	Project management, Summary Report of Findings, and THI-embedded health equity content in the Dashboard.	\$29,688
Total		\$118,127

Amir

- b. On or before the 30th day of each month during the term of this agreement, THI shall submit, to Hospital District written invoices for services provided during the previous month.

At a minimum, the invoices shall include the: (a) firm name, physical address, mailing address, contact telephone number, facsimile number, electronic mail address, and Federal Tax Identification Number of THI; and (b) total invoice amount, and the invoice shall be accompanied by the documentation outlined in Sections III & Va. of this Agreement.

VI. Data Confidentiality and Security

Under the scope of this project, THI does not foresee any need to collect, request, use, or store any patient and/or identifiable data. However, in the event, such a need arises, THI will develop and share with the Hospital District a privacy Data Use or Business Associate Agreement (herein referred to as "Data Use Agreement") that would need to be signed by both parties. This Data Use Agreement at the minimum would specify the privacy requirements, and processes for use, storage, and application of any identifiable or individual data in compliance with applicable Health Insurance Portability and Accountability Act of 1996, as amended, requirements. Copies of the signed Data Use Agreement will be made available to both parties.

VII. Recognition, Ownership, Copyright, Publication

It is understood and agreed that all reports developed by THI, or designated representatives, under the terms of this Agreement, shall be the property of Hospital District and shall include recognition of THI in any publications relying on the reports.

VIII. Publicity

If THI wishes to issue a news release concerning this project, the text of the proposed release must be shared in advance and agreed upon by the Hospital District prior to THI's release.

THI agrees to timely provide Hospital District with copies of news releases, published materials, or media articles mentioning the project covered by this Agreement along with photos and appropriate photo release forms.



IX. THI Employees and Consultants

In performance of this work, THI personnel and its consultants shall act in an independent capacity and not as an officer or employee or agent of Hospital District. Hospital District shall have no responsibility for deductions for or contributions to Social Security, unemployment insurance, or any other benefits nor shall income tax be withheld. The Hospital District will not control any of the work performed by THI or its consultants under this Agreement.

X. Termination

Either THI or Hospital District may terminate this Agreement upon fifteen (15) days written notice to the other party. No fees shall be due upon contract termination.

XI. Notices

All notices, demands, requests, or replies for or permitted by a party under this Agreement must be in writing and shall be by registered or certified United States mail or by a recognized commercial carrier or delivery services as :

HOSPITAL DISTRICT; Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401-0835

THI Ankit Sanghavi, BDS MPH
Executive Director
Texas Health Institute
9111 Jollyville Road, Suite 280
Austin, Texas 78759

XII. Amendment

This Agreement may be amended only by written agreement approved by each respective party.

XIII. Venue

Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of the provisions of this Agreement, is specifically set by Agreement of the parties in Nueces County, Texas.



XIV. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement or promise relating to the subject matter of this Agreement which is not contained herein shall be binding or valid.

XV. Execution

This agreement is executed by Texas Health Institute and Nueces County Hospital District.

In Concurrence with the Terms Above:



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

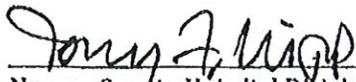
Date: 10/27/20

Accepted and Agreed:



Texas Health Institute
Ankit Sanghavi
Executive Director

Date: October 27, 2020



Nueces County Hospital District
Jonny F. Hipp
Administrator/Chief Executive Officer

Date: 10/26/20



Amendment No.1

Agreement between Texas Health Institute and Nueces County Hospital District

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

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

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

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

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

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

Executed: February 11, 2021

TEXAS HEALTH INSTITUTE

NUECES COUNTY HOSPITAL DISTRICT

Ankit Sanghavi

Jonny F. Hipp

Digitally signed by Jonny F. Hipp
DN: cn=Jonny F. Hipp, o=Nueces County Hospital District,
c=US, email=jonny.f.hipp@nuecescounty.org
Date: 2021.02.12 11:27:53 -0500

Ankit Sanghavi

Jonny F. Hipp

Executive Director

Administrator/Chief Executive Officer

Date: February 11, 2021

Date: February 12, 2021



Amendment 2
Agreement between Texas Health Institute and Nueces County Hospital District

This Amendment is entered into by Texas Health Institute and Nueces County Hospital District for the purpose of amending their original agreement executed on October 20, 2020.

WHEREAS, the Texas Health Institute and the Nueces County Hospital District entered into an agreement for services for a Dashboard Initiative for the purpose of responding to and serving Nueces County's diverse community members to confirm the Dashboard's health equity framework, metrics, and environmental scan to reflect the community's needs and priorities for Nueces County.

WHEREAS, the original agreement between Texas Health Institute and Nueces County Hospital District was scheduled to expire on February 28, 2021.

WHEREAS, on or about February 11, 2021 Texas Health Institute and Nueces County Hospital District executed Amendment 1, extending the expiration date of the original contract from February 28, 2021 to March 23, 2021.

WHEREAS, the parties believe that Amendment 1 may not have provided sufficient time for completion of the scope of work under the parties original agreement and now seek to extend the expiration date to a later date to ensure sufficient time for the completion of the final deliverable; and

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

1. To strike Provision 1 of Contract/Agreement Amendment 1 and replace it with the following:

The expiration date of the Agreement entered on October 21, 2020 between Texas Health Institute and Nueces County Hospital District is hereby extended to April 13, 2021.

All other provisions of the original contract shall remain the same. This amendment does not provide for any changes/amendments to the services or fees paid to the Contractor or any other provision of the parties' agreements already in effect.

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

ACCEPTED AND AGREED:

TEXAS HEALTH INSTITUTE

NUECES COUNTY HOSPITAL DISTRICT

Ankit Sanghavi

Ankit Sanghavi BDS, MPH
Executive Director

Jonny F. Hipp

Digitally signed by Jonny F. Hipp
DN: cn=Jonny F. Hipp, o=Nueces County
Hospital District, ou=Administration,
email=Jonny.hipp@nchdcc.org, c=US
Date: 2021.03.09 15:47:51 -06'00'

Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

Date: March 08, 2021

Date: March 9, 2021

CONTRACT AMENDMENT NO. 3

NUECES COUNTY HOSPITAL DISTRICT
AND TEXAS HEALTH INSTITUTE

WHEREAS, the Nueces County Hospital District and Texas Health Institute (Contractor herein) entered into a Contract on October 27, 2020 for services for a Dashboard Initiative for the purpose of responding to and serving Nueces County's diverse community members to confirm the Dashboard's health equity framework, metrics, and environmental scan to reflect the community's needs and priorities for Nueces County.

WHEREAS, the original term of the Contract between Nueces County Hospital District and the Texas Health Institute was designated as November 01, 2020 to February 28, 2021.

WHEREAS, on February 11, 2021, the parties amended the original contract and executed Amendment 1, extending the expiration date of the original contract from February 28, 2021 to March 23, 2021.

WHEREAS, on March 09, 2021, the parties executed Amendment 2, extending the expiration date of the original contract from February 28, 2021 to April 13, 2021.

WHEREAS, the parties recognizing the need for additional time to complete the work designated in the original contract wish to extend the term of the Contract;

NOW THEREFORE, Nueces County Hospital District and Texas Health Institute in consideration of the mutual agreements contained in the original contract, Amendment 1 and Amendment 2 and the additional time provided pursuant to this amendment do hereby mutually agree:

1. To strike Provision 1 in the original contract describing the term of the agreement as November 01, 2020 to February 28, 2021 and replace it with the following:

Term of this Agreement shall be from November 1, 2020 to April 20, 2021.

2. All other provisions of original contract shall remain the same. This amendment does not provide for any changes/ amendments to the services or monies paid to the Contractor or any other provisions of the parties' agreements already in effect.

IN WITNESS WHEREOF, Nueces County Hospital District and Texas Health Institute executed these presents in triplicate.

IN CONCURRENCE WITH THE TERMS ABOVE:

Barbara Canales, Nueces County Judge
Head of Emergency Management for Nueces County
Date: _____

ACCEPTED AND AGREED:

NUECES COUNTY HOSPITAL DISTRICT

TEXAS HEALTH INSTITUTE

Digitally signed by Jonny F. Hipp
DN: cn=Jonny F. Hipp, o=Nueces County Hospital
District, email=Jonny@nueces.org, c=US
Date: 2021.04.13 18:15:32 -0500
Jonny F. Hipp

Jonny F. Hipp, ScD, FACHE
Administrator/Chief Executive Officer

Ankit Sanghavi

Ankit Sanghavi, BDS, MPH
Executive Director

Date: April 13, 2021

Date: April 13, 2021



DOWNTOWN CORPUS CHRISTI
 802 N TANCAHUA ST
 CORPUS CHRISTI, TX 78401-9998
 (800)275-8777

12/09/2021 02:00 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.98
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Austin, TX 78759
 Weight: 0 lb 2.80 oz
 Estimated Delivery Date
 Mon 12/13/2021

Certified Mail® Tracking #: 70173040000094768433			\$3.75
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Return Receipt Tracking #: 9590 9402 3754 8032 4187 73			\$3.05
--	--	--	--------

Total			\$7.78
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Grand Total:			\$7.78
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Cash			\$8.00
Change			-\$0.22

 USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS TRACKING#

AUSTIN TX 786



9590 9402 3754 8032 4187 73



First-Class Mail
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USPS
Permit No. G-10

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

NUECES COUNTY HOSPITAL DISTRICT
Mr. Jonny Hipp
555 N. CARANCAHUA, SUITE 950
CORPUS CHRISTI, TX 78401-0835



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Ankit Sanghavi, BDS, MPH
Texas Health Institute
9111 Jollyville Road, Ste. 280
Austin, Texas 78759



9590 9402 3754 8032 4187 73

2. Article Number (Transfer from service label)

7017 3040 0000 9476 8433

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

[Handwritten Name]

C. Date of Delivery

[Handwritten Date]

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

**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 “CIT Officer” means any TCOLE certified law enforcement or peace officer in Nueces County trained in crisis intervention.
- 1.2.15 “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.
- 1.2.16 “SAMHSA” means Substance Abuse and Mental Health Services Administration which is the agency with the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation.

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, as available to assist 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
- 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 SAMHSA recommend data elements as requested that include but not limited to 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, and other appropriate mental health or substance abuse service providers 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 also be responsible for securing an agreement between NCMHID and Cloud 9, executing all necessary documents for the agreement, and for the costs associated with NCMHID's agreement with Cloud 9 to provide services, i.e. licenses etc for the 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 NCMHID will be responsible for the distribution and management of the network accessible tablets to all collaborative users. NCMHID shall submit their incurred expenses for the Cloud 9 program in their Expense Reimbursement Request to NCHD which is subject to Section 5.13 herein.
- 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 SAMHSA recommend data elements that include but not limited to 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 CIT Officers. NCMHID will be responsible for the procurement of CIT officers as needed in the provisions of services funded through this agreement. NCMHID shall submit the expense incurred for the CIT officers in their Expense Reimbursement Request to NCHD which is subject to Section 5.13 herein.
- 3.5 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 performance of its obligations under this agreement and 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 reporting period.
- 3.6 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.
- 3.7 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.
- 3.8 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.
- 3.9 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 3.10 below.
- 3.10 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 3.9 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
- 3.11 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").
- 3.12 Disputed Net NCHMID 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.
- 3.13 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.
- 3.14 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: 12/15/2021

In Concurrence with the Terms Above:


J. C. Hooper
Nueces County Sheriff

Date: 12/14/2021

ATTEST:


Kara Sands
County Clerk



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

By: 
Mike Davis
Chief Executive Officer

Date: 1-9-22

NUECES COUNTY HOSPITAL DISTRICT
("NCHD")

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

Date: 12/15/21

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

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

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

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

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

**SECTION I
DEFINITION OF TERMS**

- 1.1 Terms Stated Above. For the purposes of the Agreement, the terms “Agreement,” “County,” “NCMHID,” and “NCHD” shall have the meanings indicated above.
- 1.2 Additional Terms. For purposes of this Agreement, the following terms shall have the meanings assigned below:
- 1.2.1 “Forensic ACT Program” An intensive service designed to improve clients’ mental health outcomes and daily functioning; reduces recidivism by addressing criminogenic risks and needs; diverts individuals in need of treatment away from the criminal justice system; manages costs by reducing reoccurring arrests, incarceration, and hospitalization; and increased public safety. The team will in-reach the jail and work closely with law enforcement, court officials, community corrections, and integrated criminal justice and behavioral health collaborators to engage, enroll, and provide intensive outpatient services and support to individuals frequently interacting with law enforcement and who require a great deal of support to achieve recovery and stability in the community.
- 1.2.2 “Services” means the Forensic ACT Program provided by NCMHID under this Agreement.
- 1.2.3 “Agreement Sum” means the amount not to exceed One Million Sixty-Six Thousand Seven Hundred and Seventy-Four Dollars (\$1,066,774) paid under this Agreement by NCHD to NCMHID during the Agreement Term.
- 1.2.4 “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's production of Services under this Agreement excluding any costs for items related to capital building repairs and/or improvements.
- 1.2.5 “Monthly NCMHID Expense Reimbursement” means the Agreement Sum paid by NCHD to NCMHID as reimbursement for costs over the Term, subject to the limitation set forth in Section 5.13
- 1.2.6 “County Costs or Costs” means the cost or costs incurred by County that are completely attributable to and associated with NCMHID’s provision of a Forensic ACT Program under this Agreement.
- 1.2.7 “Monthly County Expense Reimbursement” means the monthly amount paid by NCHD to County as reimbursement for monthly County Costs over the Term, subject to the limitation set forth in Section 5.13.
- 1.2.8 “Forensic ACT Program²² Services Costs” means the direct cost or costs incurred by NCMHID in providing a Forensic ACT Program under this Agreement.
- 1.2.9 “Participant” means an individual who may be or may have been in contact with the justice or law enforcement systems, that has consented to and/or is enrolled in one or more of the services of the Forensic ACT program provided by NCMHID .
- 1.2.10 “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff’s department.

- 1.2.11 “Nueces County Department of Mental Health Programs” means the Nueces County Director of Mental Health Programs or any employee of the Nueces County Department of Mental Health Programs.

SECTION II
AGREEMENTS OF NUECES COUNTY

County agrees as follows:

- 2.1 Facilitation and Coordination of Services. To facilitate and coordinate interaction between any County Departments with NCMHID, that NCMHID believes necessary in providing a Forensic ACT Program under the Agreement.
- 2.3 Goals. Develop goals/benefits, (“County Goals”) to be realized/achieved from the Forensic ACT Development program and services provided by NCMHID during the Agreement Term. The County Goals will include both operational and outcome objectives.

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

NCMHID agrees as follows:

- 3.1 Forensic ACT Program. To provide a Forensic ACT Program as requested and defined utilizing all available resources described herein. NCMHID will provide data to County and NCHD as requested regarding the number of Participants per month; which includes number of diversions from incarceration and hospitalization. Further, NCMHID will provide data on the utilization of resources dedicated to diversionary and crisis intervention services as it pertains to the participants enrolled in the Forensic ACT Program.
- 3.2 Progress Reports. To submit quarterly reports to County and NCHD describing NCMHID’s progress toward accomplishment of the County Goals during the preceding quarter.
- 3.3 Service Utilization Information. To submit quarterly Program-specific information to County and NCHD on each NCHD funded Program’s utilization of each Service during the preceding quarter.
- 3.4 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.
- 3.5 Coverage. To ensure adequate staffing of professional personnel for coverage of each Service.
- 3.6 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 3.7 below.

- 3.7 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 3.6 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule"). When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.
- 3.8 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.9 Disputed Net NCHMID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCHMID 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.
- 3.10 County Jail Access. NCMHID agrees to abide by any security protocols required by the Sheriff when working in the Nueces County Jail(s). The Sheriff may deny access to such jail(s) in his sole discretion should he determine the access to be a security risk.
- 3.11 Cooperation. NCMHID agrees to fully consult, assist, and cooperate with County and NCHD third-party consultants 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.

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).

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 on September 30, 2022 at 11:59 p.m. (the “Termination Date”). The term of this Agreement shall be the 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 1.2.3 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 funds from non-tax sources.
- 5.15 Annual Appropriations. The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, if applicable, must be included in the budget for that year and is not effective until approved by NCHD's Board of Managers and then 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 agreement approved by each respective governing body at a publically noticed meeting and signed by the duly authorized representative of the governing body.
- 5.19 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.
- 5.20 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Nueces County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.
- 5.21 Severability. If any term(s) or provision(s) contained in this Agreement is or are determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.
- 5.22 Records and Access. Upon written request of County, or any of their duly authorized agents or representatives, NCMHID shall make available to County those records, books, and documents

necessary to verify the status, nature, extent, and amount of any and all Services provided by NCMHID during the Agreement Term. Upon written request of NCHD, or any of its duly authorized agents or representatives, NCMHID shall make available to NCHD those records, books, and documents necessary to verify the nature and extent of costs, expenses, and the extent or amount of any and all 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 hereto warrants that he/she 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: 12/15/2021

ATTEST:


Kala Sands
County Clerk



Date: 12/15/2021

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

By: 
Mike Davis
Chief Executive Officer

Date: 1-5-22

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

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

Date: 12/15/21

**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. 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 court orders and pre-trial diversion, local competency restoration, and other similar and related programs.

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

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

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

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

SECTION I
DEFINITION OF TERMS

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

SECTION II

AGREEMENTS OF NUECES COUNTY

County agrees as follows:

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

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

NCMHID agrees as follows:

- 3.1 Walk-in Crisis Clinic. To provide a Walk-in Crisis Clinic as requested by the County and defined utilizing all available resources described herein. NCMHID will provide data as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by County
- 3.2 Progress Reports. To submit quarterly reports to County and NCHD describing NCMHID's progress toward accomplishment of the County Goals during the preceding quarter.
- 3.3 Service Utilization Information. To submit quarterly Program-specific information to County and NCHD on each Program's utilization of each Service during the preceding quarter.
- 3.4 Sustainable Funding. 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.
- 3.5 Coverage. To ensure adequate staffing of professional personnel for coverage of each Service.
- 3.6 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 3.7 below.
- 3.7 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 3.6 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule"). When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.

- 3.8 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.9 Disputed Net NCHMID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCMHID will 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.
- 3.10 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 and if requested to the NCHD.

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 will meet in good-faith with NCMHID 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 the 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. 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 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 only 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 amount provided in Section 1.2.3 Agreement Sum for NCMHID's provision of the Services under this Agreement during the Agreement Term. NCHD shall not have any additional payment obligations to NCMHID under this Agreement during the Agreement Term or thereafter. NCHD shall not have any expenditure obligations to County under this Agreement during the Agreement Term or thereafter.

5.14 NCHD Funds. NCHD's payment for NCMHID's performance of governmental services pursuant to this Agreement must be made from funds from non-tax sources.

5.15 Annual Appropriations. The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, if applicable, must be included in the budget for that year and is not effective until approved by the NCHD's Board of Managers and then the 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 each 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/(were) 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 status, nature, extent and amount of all costs, expenses, and services provided by NCMHID during the Agreement Term.
- 5.23 Officer's Authority. Each of the officers who have executed this Agreement on behalf of their respective Party hereto warrants that he/she 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
Barbara Canales.
Nueces County Judge

Date: 12/15/2021

ATTEST:

By: Kara Sands
Kara Sands
County Clerk



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

By: Mike Davis
Mike Davis
Chief Executive Officer

Date: 1-6-22

NUECES COUNTY HOSPITAL DISTRICT
("NCHD")

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

Date: 12/15/21

From:

Health Care Advocate

A weekly update on state and federal legislative/regulatory issues.

Texas Hospital Association

January 6, 2022

HHSC Provides Update on DSRIP Extension Status

Efforts to secure a one-year extension of the Delivery System Reform Incentive Payment program, [offered in mid-August](#), are paused for now, according to the state. While the Centers for Medicare & Medicaid Services withheld approval of newly proposed directed payment programs due to concerns over Local Provider Participation Funds, it offered a one-year, \$2.5 billion extension of DSRIP as temporary bridge funding while DPP negotiations continued. However, during the course of negotiations, CMS raised LPPF concerns specific to DSRIP and [modified its offer](#) to include new calculations of total approvable DSRIP funding, which HHSC contends would likely reduce DSRIP funding. The Nov. 15 letter along with the impasse over LPPFs led the state to reconsider plans to submit a DSRIP extension waiver amendment request in mid-November. THA and partner health care associations submitted a [letter to CMS Oct. 25](#) urging swift approval of the one-year extension of DSRIP, along with other health care safety net programs. (*Jennifer Banda, J.D./Anna Stelter*)

Jonny F. Hipp (NCHD)

From: Linda Wertz <lkwertz@gmail.com>
Sent: Tuesday, January 11, 2022 5:38 PM
To: Jonny F. Hipp (NCHD)
Subject: DSRIP Reporting Dates

Categories: Waiver-LC

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

Jonny: Below are the DSRIP events and dates as of now:

<u>Event</u>	<u>Date</u>
DSRIP officially ended	September 30, 2021
DY10 final reporting for Category C (CY2021)	April 2022 or October 2022
IGT required for April 2022 reporting	June/July 2022
IGT required for October 2022 reporting	September/October 2022
Payment for April 2022 reporting	July 2022
Payment for October 2022	January 2023

Anchors are allowed to receive administrative claiming for any tasks/activities associated with DY10 reporting in calendar year 2022.

If DSRIP is extended for an additional year (October 1, 2021 thru September 30, 2022), then reporting dates would extend into 2023. DSRIP extension is still undecided. If you need additional information, please let me know. Thanks. Linda

Linda K. Wertz
The Wertz Group LLC
lkwertz@gmail.com
512-925-4894

FINANCE

Daniel Dain – Chairman
Dr. Vishnu V. Reddy
John E. Valls, M.B.A.

REGULAR

Daniel Dain – Chairman
Sylvia T. Oliver – Vice

LEGISLATIVE

John E. Valls, M.B.A - Chairman
Dr. Vishnu V. Reddy
Daniel Dain
Mariana Garza, J.D.

Plan Committee

Dr. Vishnu V. Reddy
Mariana Garza, J.D.
Daniel Dain

Quality Committee

John E. Valls, M.B.A

Bylaws Committee

Mariana Garza, J.D.

12/1/21

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

Meeting Dates & Times:

- Tuesday, January 25, 2022, 10:00 AM
- Tuesday, February 22, 2022, 10:00 AM
- Tuesday, March 22, 2022, 10:00 AM
- Tuesday, April 26, 2022, 10:00 AM
- Tuesday, May 24, 2022, 10:00 AM
- Tuesday, June 28, 2022, 10:00 AM
- Tuesday, July 26, 2022, 10:00 AM
- Tuesday, August 23, 2022, 10:00 AM – Adopt Annual Budget
- Tuesday, September 27, 2022, 10:00 AM – Elect Officers & Appoint Committees
- Tuesday, October 25, 2022, 10:00 AM
- Tuesday, November 15, 2022, 10:00 AM
- Tuesday, December 20, 2022, 10:00 AM

RECEIVED

DEC 16 2021

KARA SANDS
CLERK OF THE COUNTY COURT
NUECES COUNTY, TEXAS

December 16, 2021

**NOTICE OF PENDING APPOINTMENT TO THE
CHRISTUS SPOHN HEALTH SYSTEM BOARD OF TRUSTEES**

NOTICE IS HEREBY GIVEN, that the Nueces County Commissioners Court is considering ONE (1) nomination (Place 3) to the Christus Spohn Health System Board of Trustees to fill a three (3)-year term until December 31, 2024.

Three Board of Trustee members are nominated by the Nueces County Commissioners Court, subject to approval and confirmation by the Nueces County Hospital District Board of Managers

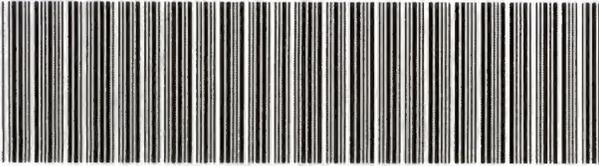
Board members serve staggered, 3-year terms. Each member may serve a maximum of THREE (3) terms (NINE (9) years).

Interested and qualified citizens of Nueces County are invited to submit a board application with attached résumé of qualifications. Board applications with instructions can be found at: <http://www.nuecesco.com/county-services/county-boards/application-1377>

**Barbara Canales, Nueces County Judge
ATTN: CHRISTUS SPOHN HEALTH SYSTEM BOARD OF TRUSTEES
901 Leopard Street, Room 303
Corpus Christi, Texas 78401**

The deadline for receiving applications for appointments to this Board is 5:00 p.m., Wednesday, January 12, 2022.

**Barbara Canales
Nueces County Judge**



VG-12-2021-2021000616

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2021000616

Public Notice
PUBLIC NOTICES

Recorded On: December 16, 2021 11:28 AM

Number of Pages: 2

" 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: 2021000616
Receipt Number: 20211216000074
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User: Catherine R
Station: CLERK02

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CHRISTUS SPOH HEALTH SYSTEM PENDING APPOINTMENT