

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, March 22, 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 Regular Meeting minutes of March 1, 2022. 16
- B. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2022 year-to-date: 27
 - 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*)
- C. 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 February 28, 2022. (*Finance Committee*) 28
- D. 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*) 29

- E. 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 February 28, 2022. *(Finance Committee)* 30
- F. 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)* 34
- G. 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): 35
1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:
 - a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
 - b. Network Access Improvement Program (NAIP);
 - c. Texas Incentives for Physicians and Professional Services (TIPPS);
 - d. Uniform Hospital Rate Increase Program (UHRIP); and
 2. Supplemental Payment Programs - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:
 - a. Disproportionate Share Hospitals (DSH) program;
 - b. Graduate Medical Education (GME);
 - c. Hospital Uncompensated Care (UC) pool; and
 3. Phase-Out Programs:
 - a. Delivery System Reform Incentive Payment (DSRIP) pool. *(Finance Committee)*

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

A. **Finance Committee**:

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended February 28, 2022. **(ACTION)** 36

2. Receive reports relating to Nueces Aid Program enrollment for the month-ended February 28, 2022:
 - a. Total Persons and Households Enrolled; 43
 - b. Enrollment Summary; 44
 - c. Denials; 48
 - d. Application Processing Summary; and 49
 - e. Enrollment by Zip Code. (*INFORMATION*) 51

B. Nueces County Judge/Nueces County Emergency Manager:

1. Receive information from Nueces County Judge, as Nueces County Emergency Manager, on matters relating to:
 - a. Possible recovery of COVID-19-related costs under the FEMA Public Assistance Program;
 - b. Social Determinants of Health; and
 - c. Youth Mental Health. (*INFORMATION*)

C. COVID-19 Pandemic:

1. 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 April 1, 2022 - March 31, 2024 with three one-year renewal options; and authorize Administrator to execute Contract and related documents. (*ACTION*) 54

D. Public Health:

1. Discuss and consider action relating to a request from Nueces County to reimburse their payout of unused vacation and sick leave for certain County employees working at the Corpus Christi-Nueces County Public Health District that were recently employed by the City of Corpus Christi as a result of the new Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District, and related matters. (*ACTION*) 55

E. Indigent Health Care:

1. Discuss and consider approval of Interlocal Cooperation Act Contract between The University of Texas Medical Branch at Galveston (UTMB) and Nueces County Hospital District (NCHD) for UTMB to provide Health Care Services for NCHD's Nueces Aid Program enrollees; Contract term April 1, 2022 - March 31, 2023 with automatic one-year renewals. (*ACTION*) 57

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)**

G. Administrator's Actions:

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

- a. Execution of Supplemental Agreement - First Extension of Professional Services Agreement (Extension) between Nueces County Hospital District and Police Assisted Addiction and Recovery Initiative (PARRI); Extension extends term to January 31, 2022 - September 30, 2022 and ratifies services performed by PARRI between January 31, 2022 and execution of the Extension. **(ACTION)**

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7. ADMINISTRATOR'S BRIEFING:

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

1. Finance Committee: April 19, 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: April 19, 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 Nueces County's request to reimburse their payout of unused vacation and sick leave for certain County employees working at the Corpus Christi-Nueces County Public Health District that were recently employed by

the City of Corpus Christi.

B. Consult with attorneys on matters relating to an Administrator Employment Agreement for new four-year term commencing October 1, 2022, and related matters.

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

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: 20220317000109

Date: 03/17/2022

Time: 12:20PM

By: Maria H

Station: CLERK01

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	2022000160	8	\$0.00	
				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

NUECES COUNTY HOSPITAL DISTRICT

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-12-2022-2022000160

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2022000160

Public Notice

PUBLIC NOTICES

Recorded On: March 17, 2022 12:20 PM

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: 2022000160
Receipt Number: 20220317000109
Recorded Date/Time: March 17, 2022 12:20 PM
User: Maria H
Station: CLERK01

Record and Return To:

NUECES COUNTY HOSPITAL DISTRICT

NOTICE OF PUBLIC MEETING

RECEIVED

NUECES COUNTY HOSPITAL DISTRICT

MAR 17 2022

BOARD OF MANAGERS

KARA SANDS
CLERK OF THE COUNTY COURT
NUECES COUNTY, TEXAS

**Board of Managers - Regular Meeting
Tuesday, March 22, 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=T2RVWFpBpZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
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2. ROLL CALL OF BOARD OF MANAGERS

- Daniel W. Dain, Chairman
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- Mariana Garza, J.D.
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3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE

A. Call to order.

B. Establish quorum.

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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;
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 - b. Nueces County Juvenile Detention Center;
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 - a. Cenikor (Charlie's Place);
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C. 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 February 28, 2022. (*Finance Committee*)

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E. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with

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(*Finance Committee*)

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

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- 1. Receive information from Nueces County Judge, as Nueces County Emergency Manager, on matters relating to:
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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):
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(ACTION)

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A. Consult with attorneys on matters relating to Nueces County's request to reimburse their payout of unused vacation and sick leave for certain County employees working at the Corpus Christi-Nueces County Public Health District that were recently employed by the City of Corpus Christi.

B. Consult with attorneys on matters relating to an Administrator Employment Agreement for new four-year term commencing October 1, 2022, and related matters.

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

Closed Meeting or adjourning the meeting.

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
MARCH 1, 2022**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Tuesday, March 1, 2022 in the NCHD Board Room, at 555 N. Carancahua, Suite 950 – A, Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO
Belinda E. Chism	Assistant Administrator, Administrative Services
Donna Littlefield	Director, Accounting & Finance
Wm Dewitt Alsup	Attorney, Alsup Law Firm
Mary Esther Guerra	Assistant County Attorney – via Zoom
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Simon Purnell	Griffin Purnell, LLC
Govind Nadkarni	Govind Development
Dr. Xavier Gonzales	Director of Mental Health
Mary Ann Carrion	Christus Spohn – via Zoom (Asst. to Becky Rios)
Mark Hendrix	NCMHID – via Zoom
Mike Davis	NCMHID – via Zoom
Andrea Kovarik	NCMHID – via Zoom
J. Gonzalez	County Commissioner – via Zoom
Sandra Santos	Asst. to Commissioner Gonzalez – via Zoom
Belinda Hinojosa-Persohn	Governmental Affairs – via Zoom
Kaylin Taylor	Hagerty Consulting – via Zoom
Ankit Sanghavi	Texas Health Institute – via Zoom
CMN 1043	165.214.1284 – via Zoom

**MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022**

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 – Mr. Daniel W. Dain, Chairman
The meeting was called to order by Mr. Dain at 10:04 a.m.
- B. Establish quorum – Mr. Dain
A quorum was present with four members in attendance.

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

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**MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022**

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.

Govind Nadkarni introduced himself.

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

A. Approve Board of Managers Regular Meeting minutes of January 25, 2022.

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 December 31, 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 2022 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;

MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022

4. Medical services provided at County correctional facilities:

- a. Nueces County Jail; and
- b. Nueces County Juvenile Detention Center;

5. Funding for alcohol and drug abuse treatment programs:

- a. Cenikor (Charlie's Place);
- b. Council on Alcohol and Drug Abuse; and
- c. Palmer Drug Abuse Program;

6. Funding for diabetes prevention and supporting programs;

7. Public health grants; and

8. Legal and professional fees. (*Finance Committee*)

D. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended January 31, 2022. (*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 January 31, 2022. (*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):

MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022

1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:
 - a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
 - b. Network Access Improvement Program (NAIP);
 - c. Texas Incentives for Physicians and Professional Services (TIPPS);
 - d. Uniform Hospital Rate Increase Program (UHRIP); and
2. Supplemental Payment Programs - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:
 - a. Disproportionate Share Hospitals (DSH) program;
 - b. Graduate Medical Education (GME);
 - c. Hospital Uncompensated Care (UC) pool; and
3. Phase-Out Programs:
 - a. Delivery System Reform Incentive Payment (DSRIP) pool. (*Finance Committee*)

I. Receive information relating to U.S. Department of Health and Human Services (HHS) Poverty Guidelines:

1. Annual update of the HHS Poverty Guidelines from Federal Register, Vol. 87, No. 14, January 21, 2022, pp. 3315-3316; and
2. Prior HHS Poverty Guidelines and Federal Register References, 1982 - 2022. (**INFORMATION**)

J. Receive notice of annual increase adjustments of Nueces Aid Program's Eligibility Guidelines; adjustments effective March 1, 2022 for:

1. Household Resources as required by Program's Handbook Policy No. NA002, Attachment 2, Sections I-B, I-C-1, I-C-23, and I-F; and
2. Household Income as required by Program's Handbook Policy No. NA002, Attachment 4, Section I-F-3. (**INFORMATION**)

**Consent Agenda was approved, for the exception of
Items 5. I. & J. Motion by Mr. Valls
and seconded by Ms. Oliver.**

**Mr. Hipp explained Item 5. I. & J. which were informational
And items being related to each other. No action is needed.**

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:

MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022

A. Finance Committee:

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended January 31, 2022. (*ACTION*)

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

2. Receive reports relating to Nueces Aid Program enrollment for the month-ended January 31, 2022:
 - a. Total Persons and Households Enrolled;
 - b. Enrollment Summary;
 - c. Denials;
 - d. Application Processing Summary; and
 - e. Enrollment by Zip Code. (*INFORMATION*)

B. Nueces County Judge/Nueces County Emergency Manager:

1. Receive information from Nueces County Judge, as Nueces County Emergency Manager, on matters relating to:
 - a. Recovery of COVID-19-related costs under the Federal Emergency Management Agency (FEMA) Public Assistance Program;
 - b. Social Determinants of Health; and
 - c. Youth Mental Health. (*INFORMATION*)

**Motion to table by Mr. Valls since Judge Canales
is not able to attend. Seconded by Ms. Flores
MOTION CARRIED.**

C. COVID-19 Pandemic:

1. 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 March 1, 2022 - January 31, 2024 with three one-year renewal options; and authorize Administrator to execute Contract and related documents. (*ACTION*)

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

**MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022**

2. 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 Beyond the COVID-19 Pandemic"

Report during the period May - July 2021. (*ACTION*)

**No Action taken. Close item forsee to amicable terms.
Motion by Ms. Oliver and seconded by Mr. Valls.
MOTION CARRIED.**

D. Public Health:

1. Receive and discuss the Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District. (*INFORMATION*)
2. Discuss and consider action relating to a request from Nueces County to reimburse their payout of unused vacation and sick leave for certain County employees working at the Corpus Christi-Nueces County Public Health District that will be transferred to the City of Corpus Christi as a result of the new Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District, and related matters. (*ACTION*)

**Motion tabled by Mr. Valls, so Mr. Hipp and staff
can gather more information. Seconded by
Ms. Flores. MOTION CARRIED.**

E. Community Mental Health Initiatives:

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

Dr. Gonzales presented update.

F. Indigent Health Care:

1. Discuss development of Request for Proposals for Development and Implementation of a Strategic Marketing Plan for Nueces Aid Program Enrollment Growth (RFP); consider approving issuance of RFP. (*INFORMATION/ACTION*)

**Table by Mr. Valls and seconded by Ms. Oliver,
on other consideration. MOTION CARRIED.**

MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022

G. Board of Managers Business:

1. Discuss and consider Nueces County Commissioners Court's February 23, 2022 nomination of Shah Islam, M.D. to the Hospital District for the District's consideration of nomination and appointment to the CHRISTUS Spohn Health System Corporation's (CSHS) Board of Directors for a three-year term commencing

January 1, 2022 and ending December 31, 2024; discuss and consider nomination and appointment of the Court's aforesaid nomination to the CSHS Board of Directors for the stated term, and/or discuss and consider nomination and appointment of a person other than the Court's aforesaid nomination to the CSHS Board of Directors for the stated term. Hospital District's nomination and appointment pursuant to CHRISTUS Spohn Health System Membership Agreement, Article IV, Section 4.01(b). *(ACTION)*

Motion by Mr. Valls as per Judge Canales' letter dated, February 24, 2022 nominated Dr. Islam to the Christus Spohn Health System, Place 3. Seconded by Ms. Oliver. MOTION CARRIED.

2. Discuss and consider approval of an agreement with drug manufacturers, promoters, and distributors Endo Pharmaceuticals, Teva Pharmaceuticals, AmerisourceBergen, Cardinal Health, and McKesson Corporation and their affiliated companies to resolve legal claims for their roles in the opioid epidemic in Nueces County, authorize Administrator to execute settlement documents, and consider related matters. *(ACTION)*

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

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. Renewal of Pharmacy Benefit Administrative Services Agreement with Script Care, Inc. for second additional one-year term January 1, 2022 through December 31, 2022; second renewal exercises last of two optional one-year renewals. *(ACTION)*

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

**MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022**

7. ADMINISTRATOR'S BRIEFING:

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

1. Finance Committee: March 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: March 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 Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District.

B. Consult with attorneys on matters relating to Nueces County's request to reimburse their payout of unused vacation and sick leave for certain County employees working at the Corpus Christi-Nueces County Public Health District that will be transferred to the City of Corpus Christi as a result of the new Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District, and related matters.

C. Consult with attorneys on matters relating to the Amended and Restated Membership Agreement with CHRISTUS Spohn Health System Corporation, and related matters.

D. Consult with attorneys on matters relating to litigation against opioid drug manufacturers, promoters, and distributors Endo Pharmaceuticals, Teva

**MINUTES
BOARD OF MANAGER
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MARCH 1, 2022**

Pharmaceuticals, AmerisourceBergen, Cardinal Health, and McKesson Corporation and their affiliated companies, and related matters.

E. Consult with attorneys on matters relating to development of Request for Proposals for Development and Implementation of a Strategic Marketing Plan for Nueces Aid Program Enrollment Growth, and related matters.

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

Mr. Dain called for Close Session at 10:15 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 11:53 a.m.

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

No Action taken.

11. ADJOURN

**Motion adjourn to adjourn by Mr. Dain.
Motion by Mr. Valls and seconded by Ms. Flores.
Meeting adjourned at 12:47 p.m.**

**MINUTES
BOARD OF MANAGER
REGULAR MEETING
MARCH 1, 2022**

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

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 2022 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	127,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	127,200.00	550,000.00	422,800.00
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	120,600.82	151,341.38	252,573.50	0.00	0.00	0.00	0.00	0.00	0.00	698,781.21	3,510,801.00	2,812,019.79
Mental Healthcare Services	134.48	214.02	0.00	0.00	71,439.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,787.73	570,000.00	498,212.27
Juvenile Center - Lab	1,474.67	1,651.74	1,514.95	1,134.27	1,758.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,534.56	407,000.00	
Juvenile Center - Doctors	13,334.40	23,070.35	17,982.20	17,141.35	20,756.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,284.54		
Juvenile Center - Pharmacy	583.97	1,256.12	669.67	587.05	66.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,163.14		
Juvenile Center - Other	435.80	1,970.46	124.48	289.48	912.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,732.82		
Subtotal	15,828.84	27,948.67	20,291.30	19,152.15	23,494.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106,713.06	407,000.00	300,284.94
Nueces County Jail Services	353,224.55	353,224.55	370,829.92	357,129.95	353,224.55	3,905.40	0.00	0.00	0.00	0.00	0.00	0.00	1,791,538.92	4,408,695.00	2,617,156.08
Cenikor	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	88.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.64	50,000.00	49,911.36
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	381,387.24	807,669.73	700,833.90	599,499.26	256,478.90	0.00	0.00	0.00	0.00	0.00	0.00	3,115,056.90	12,574,925.00	9,459,868.10

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2022
As if Adjudicated January 1, 2022 through February 28, 2022**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	678	3,989,273	471,695	17,970	453,725
ASU	147	3,115,242	193,146	7,877	185,269
Clinic	2,531	1,642,176	444,399	18,310	426,089
Obs	27	795,450	168,057	3,233	164,824
OP	1,757	7,234,904	1,740,517	55,214	1,685,303
Subtotal	5,140	16,777,045	3,017,814	102,604	2,915,210
IP	144	11,317,246	1,485,533	29,638	1,455,895
SNF	-				-
RX	18,443	6,996,549	2,659,203	77,504	2,581,698
Physician	2,140	1,220,025	368,099	11,467	356,632
Total	25,867	36,310,865	7,530,649	221,213	7,309,435

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

Member Revenue % 3.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
<u>Membership Revenue Deposits</u>													
Week 1	165,178.26	183,713.87	243,955.67	254,373.65	203,576.75	230,983.47							1,281,781.67
Week 2	269,943.70	144,144.12	293,334.36	261,243.73	242,771.93	247,322.51							1,458,760.35
Week 3	189,474.15	254,845.66	254,569.32	202,153.37	204,783.71								1,105,826.21
Week 4	251,640.56	204,063.64	282,539.21	178,046.34	186,845.25								1,103,135.00
Week 5	249,925.11			222,033.60									471,958.71
Subtotal	1,126,161.78	786,767.29	1,074,398.56	1,117,850.69	837,977.64	478,305.98	0.00	0.00	0.00	0.00	0.00	0.00	5,421,461.94



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

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received
03/15/22

TEMP-RETURN SERVICE REQUESTED

MB 01 001267 99039 B 5 A
NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPPI
555 NORTH CARANCAHUA ST. SUITE 950
CORPUS CHRISTI TX 78401-0835

Account Number [REDACTED]
Statement Period 02/01/2022 through 02/28/2022
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_SERVIC
E@BOFA.COM
ALTERNATE CONTACT CLIENT SERVICE.
13129923272 GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BOFA.COM

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PARTICIPATING PORTFOLIOS

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

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER	PORTFOLIO NAME
[REDACTED]	[REDACTED]



CASH AND EQUIVALENTS

8,608,699.59	BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012	8,608,699.59	8,608,699.59	439.90
TOTAL CASH AND EQUIVALENTS		8,608,699.59	8,608,699.59	439.90

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	3,608,665.37
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	34.22	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	-34.22	34.22
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	3,608,699.59

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	3,608,665.37
02/01/22	INTEREST PAYMENT PAYABLE 02/01/22		34.22	
	BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012			

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TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
02/02/22	SWEEP PURCHASE 34.22 SHARES		-34.22	34.22
	TRADE 02/02/22 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012			
	ENDING BALANCE	0.00	0.00	8,608,699.59

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01/MAR/2022 CA NUECES COUNTY HOSPITAL DISTRICT 02/01/2022 thru 02/28/2022



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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 (l)), 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	50,419,827.17	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	17,763,074.64
Deposits													
Christus Spohn		7,234,287.00	7,234,287.00		7,234,287.00								21,702,861.00
CCMC	5,650,342.75		5,650,342.75		5,650,342.75								16,951,028.25
CC Rehab	244,647.50		244,647.50		244,647.50								733,942.50
Driscoll	4,669,067.75		4,669,067.75		4,669,067.75								14,007,203.25
PAM Speciality	299,980.75		299,980.75		299,980.75								899,942.25
PAM Rehab	268,249.75		268,249.75		268,249.75								804,749.25
S. TX Surgical	626,744.50		626,744.50		626,744.50								1,880,233.50
Subtotal	11,759,033.00	7,234,287.00	18,993,320.00	0.00	18,993,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,979,960.00
Interest	119.10	243.02	272.03	386.81	251.39								1,272.35
Transfers In													0.00
Total Deposits	11,759,152.10	7,234,530.02	18,993,592.03	386.81	18,993,571.39	0.00	56,981,232.35						
Inter-Governmental Transfers													
UC	(3,903,775.16)			(1,427,133.27)	(24,794,323.27)								(28,698,098.43)
DSRIP													(1,427,133.27)
CHIRP													0.00
TIPPS													0.00
DSH													0.00
UHRIP													0.00
Total IGT's	(3,903,775.16)	0.00	0.00	(1,427,133.27)	(24,794,323.27)	0.00	(30,125,231.70)						
Transfers Out													0.00
Bank Fees													0.00
Ending Balance	25,618,451.58	32,852,981.60	51,846,575.63	50,419,827.17	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29	44,619,075.29

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	469,883,767	201,937,439	55,698,685	106,235,900	15,707,251	356,114	1,213,232,846	54%
Christus Spohn Rural (Alice/Beeville/Kleberg)	45,886,713	167,436,749	0	15,020,682	0	4,060,368	0	232,404,513	10%
Corpus Christi Medical Center	113,388,330	139,171,092	0	48,200,011	0	21,567,161	0	322,326,595	14%
Driscoll Childrens Hospital	293,025,634	19,578,099	0	0	0	68,019,187	479,717	381,102,637	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 Christ 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	843,792,863	201,937,439	136,156,663	106,235,900	109,353,968	835,832	2,259,043,920	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	79,808,524	59,437,427	41,766,940	0	0	809,717,502
Nueces LPPF	17,912,831	31,858,523	0	0	0	34,982,334	355,798	85,109,486
TOTALS	344,794,336	333,681,630	79,808,524	59,437,427	41,766,940	34,982,334	355,798	894,826,988

Nueces County Hospital District
Combined Balance Sheet - All Fund Types & Account Groups
 As of 02/28/2022
 (In Whole Numbers)

UNAUDITED

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	61,160,160 *	21,442,842	95,805	0	0	82,698,807
Investments	0	35,054,296	0	0	0	35,054,296
Accrued Interest	0	32,183	1	0	0	32,184
Taxes Receivable, Net of Allowance	5,824,816	0	0	0	0	5,824,816
Other Receivables	0	0	0	0	0	0
Due from Other Funds	15,108	0	0	0	0	15,108
Prepaid Expenditures	69,358	0	0	0	0	69,358
Restricted Cash & Cash Equivalents - LPPF	44,619,075	0	0	0	0	44,619,075
Fixed Assets	0	0	0	32,158,070	0	32,158,070
Am't to be Provided for Retirement of LT Debt	0	0	0	0	53,485	53,485
Total Assets	111,688,517	56,529,321	95,805	32,158,070	53,485	200,525,198
Liabilities						
Accounts Payable	2,642,407	0	0	0	0	2,642,407
Accrued Payroll & Related Liabilities	231,147	0	0	0	0	231,147
Intergovernmental Transfer Obligations	44,619,075	0	0	0	0	44,619,075
Due to Other Funds	0	0	15,108	0	0	15,108
Deferred Revenue	5,824,816	0	0	0	0	5,824,816
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	53,317,445	0	15,108	0	53,485	53,386,038
Fund Equity						
Fund Balance	38,734,765	0	80,697	32,158,070	0	70,973,532
Committed to:						
Intergovernmental Transfers	19,636,307	0	0	0	0	19,636,307
Indigent Care	0	56,528,484	0	0	0	56,528,484
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	58,371,072	56,529,321	80,697	32,158,070	0	147,139,160
Total Liabilities & Fund Equity	111,688,517	56,529,321	95,805	32,158,070	53,485	200,525,198

* General Fund Cash & Equivalents balance includes \$19,636,307 in committed funds.

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 General Fund
 From 2/1/2022 Through 2/28/2022
 (In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Taxes	6,987,629	35,494,821
Penalties & Interest - Taxes	44,634	109,004
Spohn Corporate Member Revenue	837,978	4,943,156
Investment Income	2,887	7,935
Other Income	<u>131,624</u>	<u>132,645</u>
Total Revenues	<u>8,004,752</u>	<u>40,687,562</u>
Current Expenditures		
Intergovernmental Transfers	594,375	21,785,548
County Healthcare Funding	472,601	3,547,326
Salaries	88,945	462,331
Benefits	49,666	269,774
Legal & Professional Fees	40,008	139,842
Purchased Services	102,800	639,875
Supplies & Materials	716	5,673
Rent & Leases	10,057	57,006
Repairs & Maintenance	0	118
Utilities	560	13,066
Insurance	1,875	9,379
Administrative & General	2,950	20,248
Capital Outlay	<u>0</u>	<u>2,501</u>
Total Current Expenditures	<u>1,364,553</u>	<u>26,952,688</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>6,640,199</u>	<u>13,734,874</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>6,640,199</u>	<u>13,734,874</u>
Fund Balance, Beginning of Year		44,636,198
FUND BALANCE, END OF YEAR		<u><u>58,371,072</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 2/1/2022 Through 2/28/2022
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	15,341	66,691
Total Revenues	15,341	66,691
Excess of Revenues Over Expenditures Before Sources/Uses	15,341	66,691
Excess of Revenues Over Expenditures After Sources & Uses	15,341	66,691
Fund Balance, Beginning of Year		56,462,630
FUND BALANCE, END OF YEAR		56,529,321

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 Trust Fund
 From 2/1/2022 Through 2/28/2022
 (In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	1	4
Total Revenues	<u>1</u>	<u>4</u>
Current Expenditures		
Benefits	534	6,374
Administrative & General	40	202
Total Current Expenditures	<u>574</u>	<u>6,576</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(574)</u>	<u>(6,572)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(574)</u>	<u>(6,572)</u>
Fund Balance, Beginning of Year		87,269
FUND BALANCE, END OF YEAR		<u><u>80,697</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 2/1/2022 Through 2/28/2022
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	6,987,629	9,082,307	(2,094,678)	35,494,821	35,211,251	283,570
Penalties & Interest - Taxes	44,634	24,141	20,493	109,004	153,741	(44,737)
Spohn Corporate Member Revenue	837,978	823,661	14,317	4,943,156	4,118,305	824,851
Investment Income	2,887	371	2,516	7,935	1,498	6,437
Other Income	131,624	100,000	31,624	132,645	100,000	32,645
Total Revenues	8,004,752	10,030,480	(2,025,728)	40,687,562	39,584,795	1,102,767
Current Expenditures						
Intergovernmental Transfers	594,375	934,140	339,765	21,785,548	11,404,748	(10,380,800)
County Healthcare Funding	472,601	934,549	461,948	3,547,326	5,146,102	1,598,776
Salaries	88,945	222,012	133,067	462,331	699,979	237,648
Benefits	49,666	64,554	14,888	269,774	311,257	41,483
Legal & Professional Fees	40,008	122,500	82,492	139,842	613,004	473,162
Purchased Services	102,800	122,844	20,044	639,875	669,036	29,161
Supplies & Materials	716	1,750	1,034	5,673	8,750	3,077
Rent & Leases	10,057	12,625	2,568	57,006	63,129	6,123
Repairs & Maintenance	0	751	751	118	3,755	3,637
Utilities	560	4,866	4,306	13,066	24,338	11,272
Insurance	1,875	2,258	383	9,379	11,294	1,915
Administrative & General	2,950	16,632	13,682	20,248	83,188	62,940
Capital Outlay	0	0	0	2,501	163,000	160,499
Extraordinary	0	417	417	0	2,085	2,085
Total Current Expenditures	1,364,553	2,439,898	1,075,345	26,952,688	19,203,665	(7,749,023)
Excess of Revenues Over Expenditures Before Sources/Uses	6,640,199	7,590,582	(950,383)	13,734,874	20,381,130	(6,646,256)
Excess of Revenues Over Expenditures After Sources & Uses	6,640,199	7,590,582	(950,383)	13,734,874	20,381,130	(6,646,256)
Fund Balance, Beginning of Year				44,636,198	0	44,636,198
FUND BALANCE, END OF YEAR				58,371,072	20,381,130	37,989,942

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 2/1/2022 Through 2/28/2022
(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 2/1/2022 Through 2/28/2022
(In Whole Numbers)

UNAUDITED

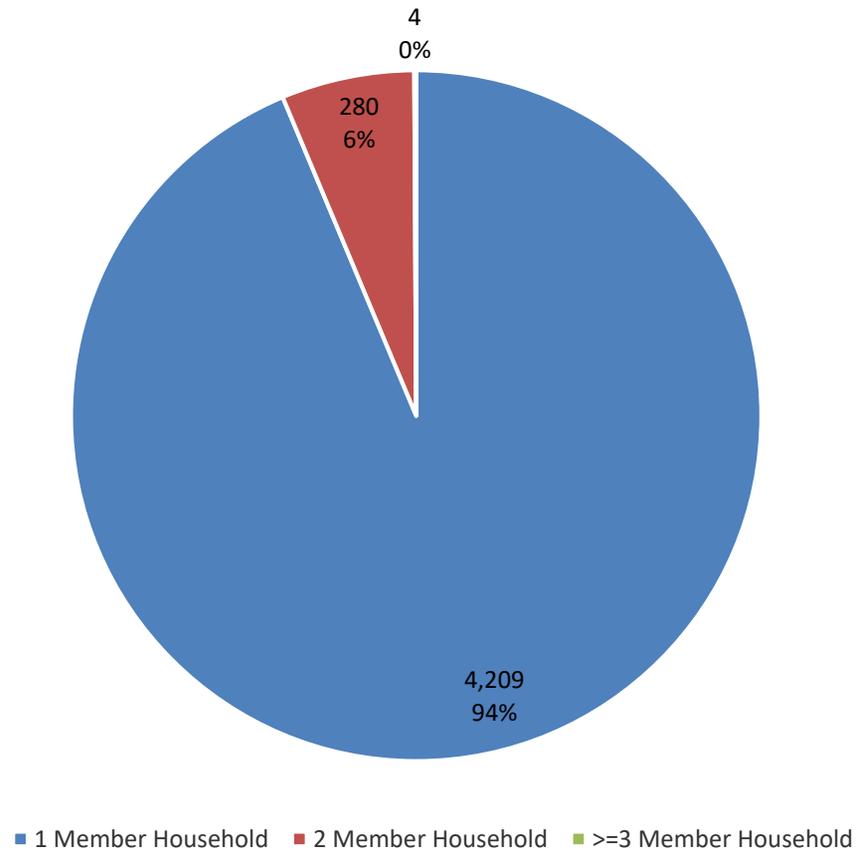
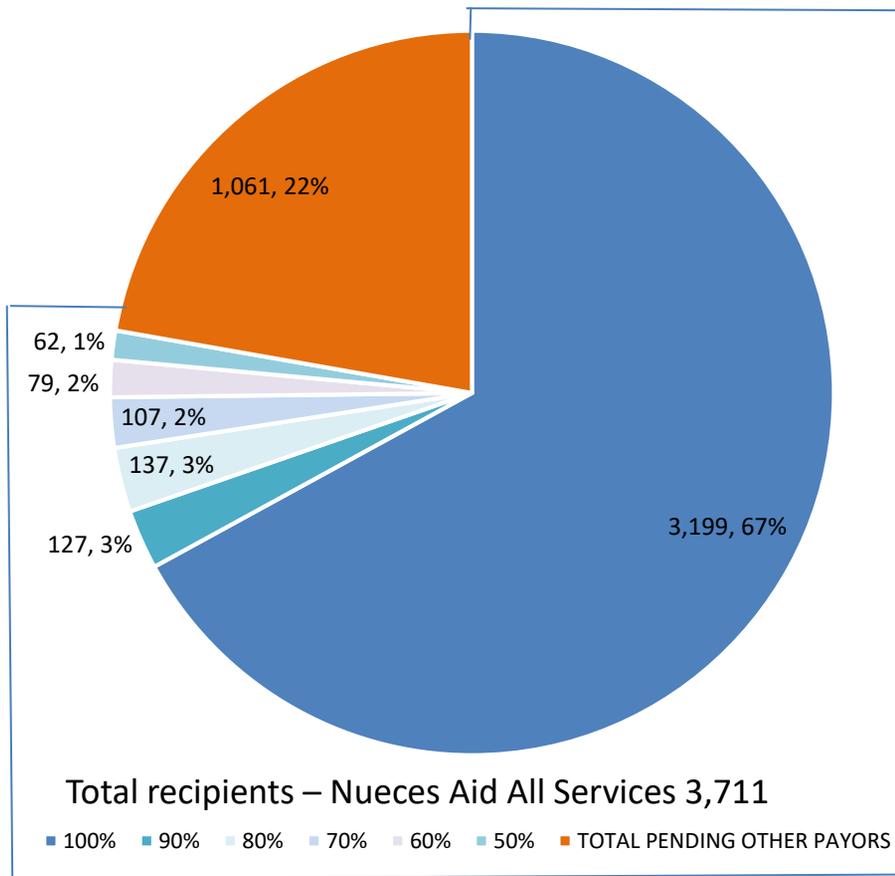
	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	15,341	4,704	10,637	66,691	23,517	43,174
Total Revenues	<u>15,341</u>	<u>4,704</u>	<u>10,637</u>	<u>66,691</u>	<u>23,517</u>	<u>43,174</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>15,341</u>	<u>4,704</u>	<u>10,637</u>	<u>66,691</u>	<u>23,517</u>	<u>43,174</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>15,341</u>	<u>4,704</u>	<u>10,637</u>	<u>66,691</u>	<u>23,517</u>	<u>43,174</u>
Fund Balance, Beginning of Year				56,461,793	0	56,461,793
FUND BALANCE, END OF YEAR				<u>56,528,484</u>	<u>23,517</u>	<u>56,504,967</u>

February 2022

Nueces Aid Program Enrollment

Total Enrolled
4,772

Total Households
4,493





**Annual Comparative Enrollment Report
Calendar Year 2022**

Month	Enrollment		Increase/(Decrease)	
	2022	2021	%	Enrollees
Jan	4,874	4,738	2.87%	136
Feb	4,772	4,599	3.76%	173
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				

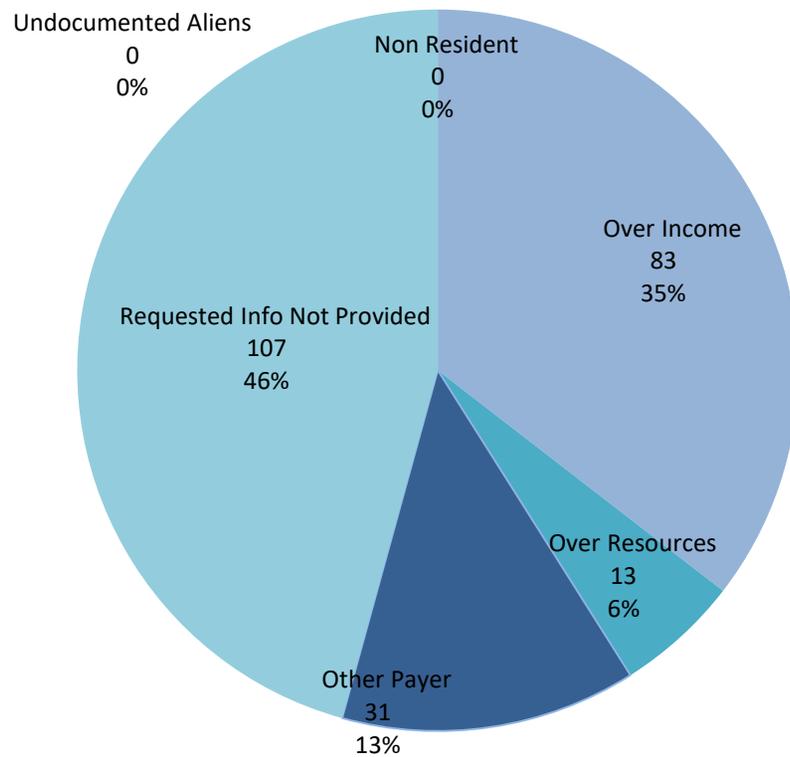
**NCHD
Eligibility History**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	CY Total	Avg		
2017																
NCHD	6,018	5,963	5,969	5,961	5,966	5,951	5,905	5,798	5,769	5,789	5,696	5,593	70,378	5,865	-6%	
Pend	1,333	1,332	1,303	1,327	1,357	1,382	1,397	1,386	1,404	1,443	1,450	1,431	16,545	1,379	3%	
Total	7,351	7,295	7,272	7,288	7,323	7,333	7,302	7,184	7,173	7,232	7,146	7,024	86,923	7,244	-4%	
	97%	96%	96%	95%	96%	95%	95%	94%	94%	96%	97%	97%	96%	96%		
2018																
NCHD	5,630	5,708	5,674	5,613	5,471	5,481	5,492	5,438	5,396	5,467	5,673	5,235	66,278	5,523	-6%	
Pend	1,488	1,483	1,398	1,386	1,349	1,336	1,324	1,317	1,337	1,327	1,313	1,270	16,328	1,361	-1%	
Total	7,118	7,191	7,072	6,999	6,820	6,817	6,816	6,755	6,733	6,794	6,986	6,505	82,606	6,884	-5%	
	97%	99%	97%	96%	93%	93%	93%	94%	94%	94%	98%	93%	95%	95%		
2019																
NCHD	5,277	5,181	5,075	5,024	4,957	4,961	4,996	4,943	4,970	5,064	4,944	4,821	60,213	5,018	-9%	
Pend	1,294	1,260	1,289	1,305	1,274	1,281	1,330	1,356	1,339	1,357	1,330	1,277	15,692	1,308	-4%	
Total	6,571	6,441	6,364	6,329	6,231	6,242	6,326	6,299	6,309	6,421	6,274	6,098	75,905	6,325	-8%	
	92%	90%	90%	90%	91%	92%	93%	93%	94%	95%	90%	94%	92%	92%		
2020																
NCHD	4,963	4,955	4,903	4,731	5,132	4,698	4,198	3,660	3,260	3,604	3,752	3,868	51,724	4,310	-14%	
Pend	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899	923	945	12,802	1,067	-18%	
Total	6,231	6,198	6,121	5,872	6,319	5,804	5,241	4,628	4,121	4,503	4,675	4,813	64,526	5,377	-15%	
	95%	96%	96%	93%	101%	93%	83%	73%	65%	70%	75%	79%				
2021																
NCHD	3,806	3,678	3,567	3,521	3,667	3,852	3,953	4,080	4,142	4,091	3,948	3,863	46,168	3,847	-11%	
Pend	932	921	922	964	981	1,014	1,052	1,028	1,039	1,060	1,070	1,076	12,059	1,005	-6%	
Total	4,738	4,599	4,489	4,485	4,648	4,866	5,005	5,108	5,181	5,151	5,018	4,939	58,227	4,852	-10%	
	76%	74%	73%	76%	74%	84%	95%	110%	126%	114%	107%	103%				
2022																
NCHD	3,781	3,711											7,492	3,746	-3%	
Pend	1,093	1,061											2,154	1,077	7%	
Total	4,874	4,772	-	-	-	-	-	-	-	-	-	-	9,646	4,823	-1%	
	103%	104%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				

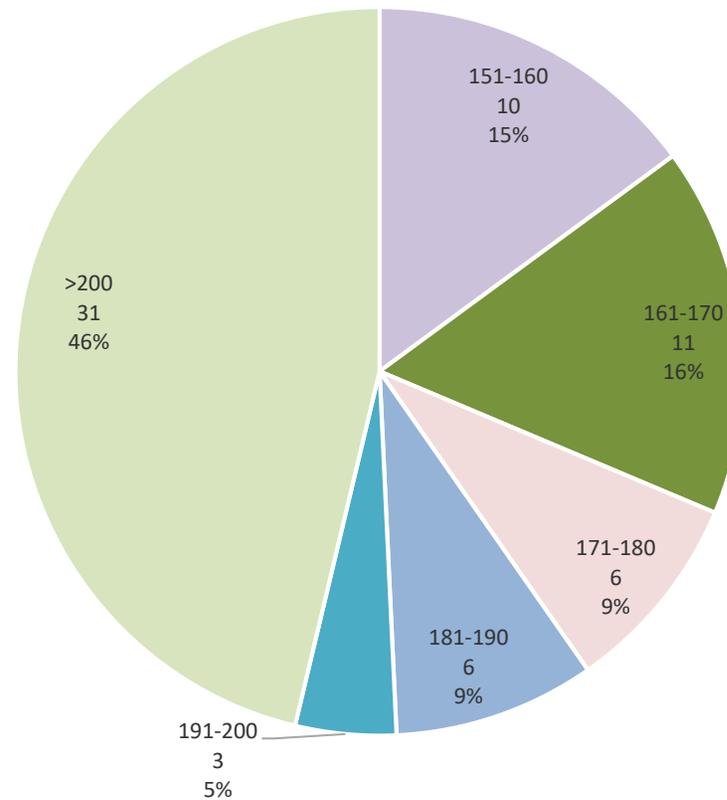
NUECES AID DENIALS

Calendar Year 2022
January-February

Denial Reasons



Comparison of Over Income Case to 2021 HHS Poverty Guidelines



**Nueces Aid Program
Application Processing Summary Calendar Year 2022**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2022	Comments
TOTAL APPLICATIONS	849	838											1,687	
- Approved	725	728											1,453	
%	85.4%	86.9%											86.1%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	124	110											234	
%	14.6%	13.1%											13.9%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	511	540											1,051	
%	70.5%	74.2%											72.3%	
90%	18	19											37	
%	2.5%	2.6%											2.5%	
80%	17	18											35	
%	2.3%	2.5%											2.4%	
70%	17	15											32	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	2.3%	2.1%											2.2%	
60%	13	8											21	
%	1.8%	1.1%											1.4%	
50%	11	11											22	
%	1.5%	1.5%											1.5%	
TOTAL	587	611											1,198	
%	81.0%	83.9%											82.5%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	628	656											1,284	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	92.8%	94.8%											93.8%	
2 Member Household	48	36											84	
%	7.1%	5.2%											6.1%	
3 or > Member Household	1	0											1	Households pending other payors are not included.
%	0.1%	0.0%											0.1%	
TOTAL HOUSEHOLDS APPROVED	677	692											1,369	

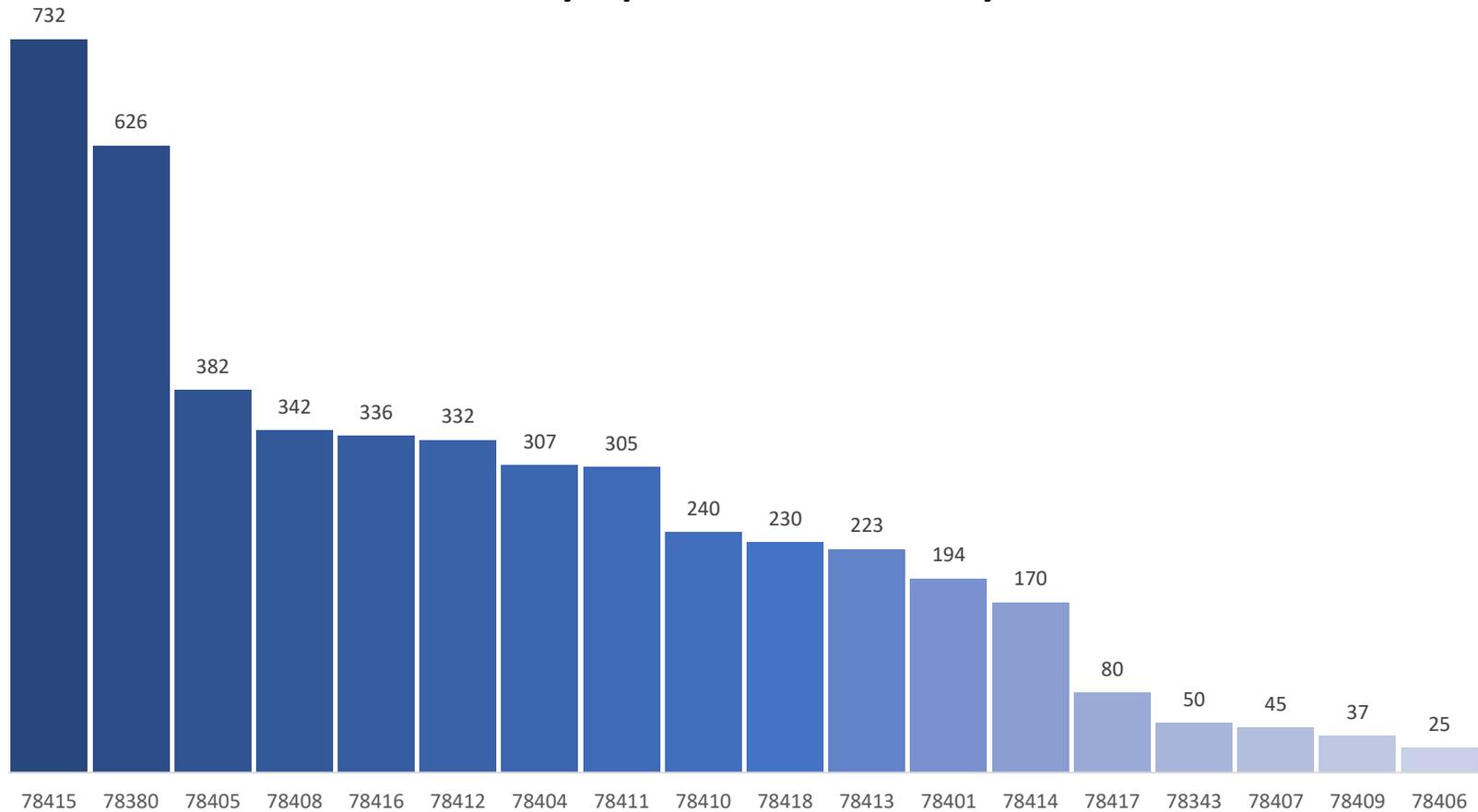
**Nueces Aid Program
Application Processing Summary Calendar Year 2022**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2022	Comments
NCHD DENIALS - Reasons for Denials														
Non Resident	0	0											0	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	0.0%	0.0%											0.0%	
Over Income	46	37											83	
%	37.1%	33.6%											35.5%	
Over Resources	9	4											13	
%	7.3%	3.6%											5.6%	
Other Payer	18	13											31	
%	14.5%	11.8%											13.2%	
Requested Info Not Provided	51	56											107	
%	41.1%	50.9%											45.7%	
Undocumented Aliens	0	0											0	Note: UA code eff 08/01/01
%	0.0%	0.0%											0.0%	
TOTAL DENIALS	124	110											234	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	85	90											175	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	79.4%	90.0%											84.5%	
2 Member Household	18	10											28	
%	16.8%	10.0%											13.5%	
3 or > Member Household	4	0											4	Households pending other payors are not included.
%	3.7%	0.0%											1.9%	
TOTAL HOUSEHOLDS DENIED	107	100											207	
PENDING APPLICATIONS														
Pending documentation	95	83											89	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	19	10											10	
SSI-SSID	64	57											57	
Other Payor	55	40											40	



Nueces County Hospital District

Enrollment by Zipcode as of February 2022

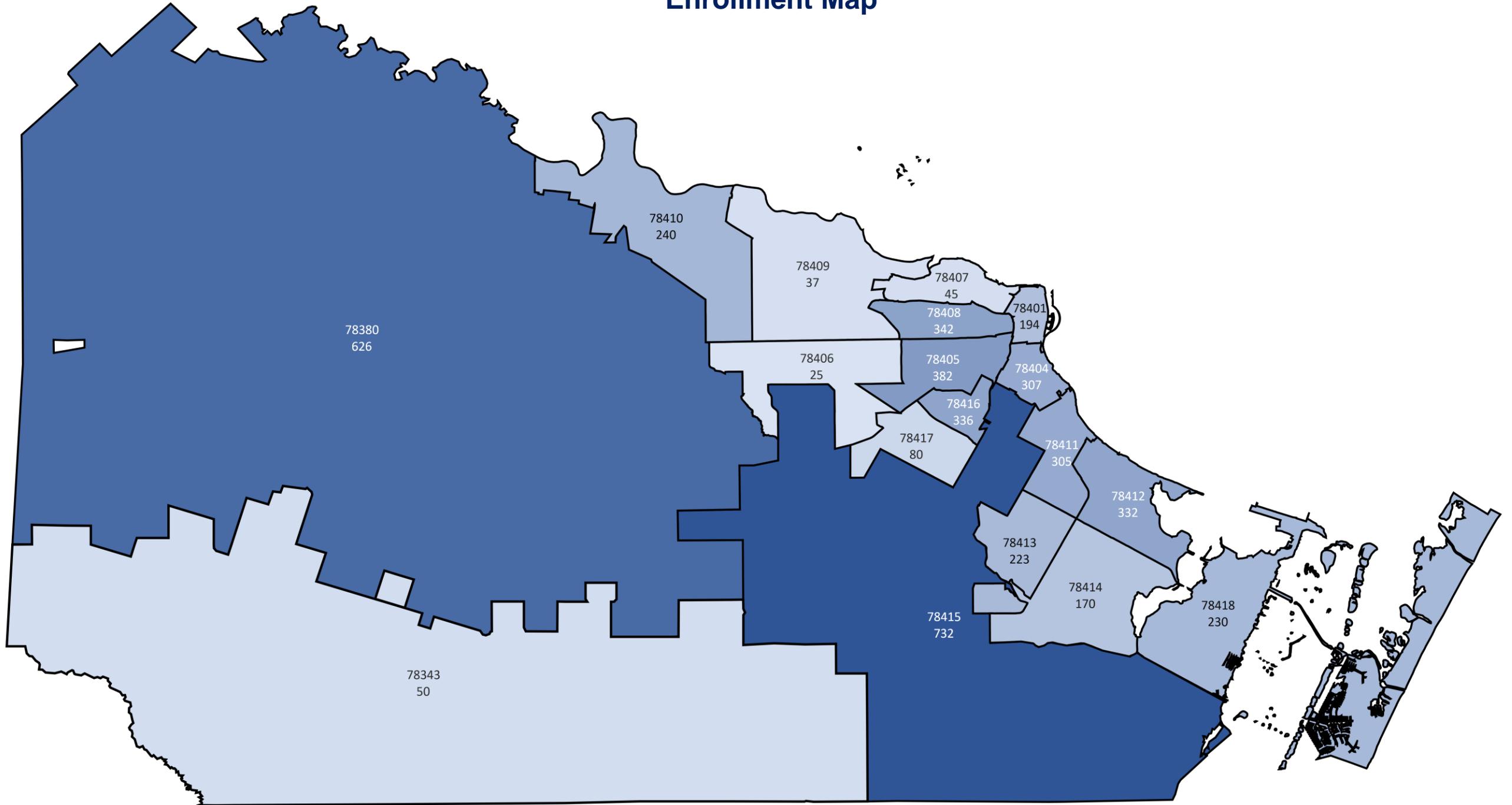


**Nueces County Hospital District
Enrollment by Zip Code
As of 2/28/2022**

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	732	15%
78380	Robstown	626	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	382	8%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	342	7%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	336	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	332	7%
78404	CC:Six Points	307	6%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	305	6%
78410	CC:Annville and Calallen	240	5%
78418	CC:Flour Bluff	230	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	223	5%
78401	CC:Downtown and Cargo Docks	194	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	170	4%
78417	CC:Old Brownsville to Ayers to Saratoga	80	2%
78343	Bishop + FM 665 to CR 107 W to CR 57E	50	1%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	45	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	37	1%
78406	CC: Clarkwood and San Juan	25	1%
	Subtotal	4,656	98%
	Total	4,772	



Nueces County Hospital District Enrollment Map



Agenda Item: 6.C.1

This Professional Services Contract with Hagerty is presently in the final preparation stages (awaiting Hagerty feedback) and will subsequently require legal review; it will be distributed to the Board prior to the meeting, if the above are completed. Otherwise, we will ask the Board to defer the item to the April 19th meeting.

From: [Jonny F. Hipp \(NCHD\)](#)
To: [Lisa A. Davis](#)
Cc: [Donna Littlefield \(NCHD\)](#); [Belinda Chism \(NCHD\)](#); [Dale Atchley](#); [Elva Fuentes](#); [Anna Velazquez](#); [Mary Esther Guerra \(NuecesCo\)](#); [Jenny Dorsey](#); [Francisco Zamora](#); [Judge Barbara Canales](#); [Maggie Iglesias-Turner](#); [Aidee Hernandez](#); [Theresa McLemore](#)
Subject: Re: Court Action for Items Approved Earlier Today
Date: Wednesday, February 23, 2022 3:17:20 PM
Attachments: [image001.png](#)
[image001.png](#)

Good Afternoon Lisa,

These expenses are extraordinary and outside the type we have been reimbursing. So, I will need to get guidance from our Board of Managers as to whether the Hospital District would be willing to reimburse them.

The Board's next meeting is Tuesday, March 1, 10 AM and I will place an agenda item there regarding the above. Someone from the County will need to attend the meeting to explain the reimbursement request and answer any questions.

So, at this point, the Hospital District is not agreeing to reimbursing the County for those expenses.

Please let know who will be attending the March 1st Board meeting.

Hope all is well.

Jonny F. Hipp, ScD, FACHE | Administrator/Chief Executive Officer
Nueces County Hospital District
Texas HHSC Regional Healthcare Partnership - Region 4 Anchor Entity
Texas HHSC Uniform Hospital Rate Increase Program - Nueces Service Delivery Area Liaison
[555 N. Carancahua St., Suite 950 | Corpus Christi, TX 78401-0835](#)
Office: [\(361\) 808-3300](#) | Fax: [\(361\) 808-3274](#) | Cell: [\(361\) 877-7290](#)
jonny.hipp@nchdcc.org | www.nchdcc.org

Sent from my iPhone

On Feb 23, 2022, at 2:41 PM, Lisa A. Davis <Lisa.Davis@nuecesco.com> wrote:

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 Afternoon Jonny,

Commissioners Court just took action on two agenda items that are on the Agenda for Commissioners Court today concerning the City/County Health District employees that will transferring from the County to the City as a result of the Amended Cooperative Agreement for City-Operated Corpus Christi / Nueces County Public Health District.

The approved agreement states

"Section e. Transfer of Sick & Vacation Time to City, FMLA. County employees who worked for the Health District who are hired by the City after the Effective Date shall be granted the right to roll over up to 40 hours of their accrued unused County Sick Leave and up to 240 hours of their accrued unused County Vacation Leave into their Sick Leave and Vacation Leave accounts with the City. To obtain the benefit of this rollover, a County employee must first take the full payout of their accrued vacation leave (up to 96 hours)."

Today, Commissioners Court discussed and approved (summarized below)

Item 3.A.16. – the approval to pay out the balance of sick leave hours that will not roll over to the City (hours in excess of the 40 hours sick leave)

Item 3.A.17. –the approval to pay out the balance of vacation, compensatory time (which would be paid out regardless), and other benefits

The Hospital District currently reimburses the County for all expenses in County Department # 3091-City/County Health Department (with the exception of the COVID related overtime hours).

The following table represents the potential costs associated with the various scenarios for Department 3091:

Dept 3091 - City/County Health Department			
Vacation			
	<u>Salary</u>	<u>Benefits</u>	<u>Total Cost</u>
Cost to pay out 96 Hours of Vacation Leave	11,156.16	2,461.05	13,617.21
Assuming that the employees move 240 of unused vacation to city, the vacation hours in excess of 336 (96+240)	1,283.44	283.13	1,566.57
Expected cost to pay out vacation time as stated above	12,439.60	2,744.18	15,183.78
OR			
If all banked vacation hours are paid out (no banked hours transferred)	34,439.47	7,597.35	42,036.82
Sick Leave			
	<u>Salary</u>	<u>Benefits</u>	<u>Total Cost</u>
To pay out sick leave hours in excess of the 40 hours to be move to the city	31,277.76	6,899.87	38,177.63
OR			
If all banked sick leave hours are paid out (no banked hrs transferred to city)	41,207.29	9,090.33	50,297.62
Compensatory Time			
must be paid out	<u>500.82</u>	<u>110.48</u>	<u>611.30</u>
Maximum if all bank hours are paid out			
Vacation	42,036.82		
Sick	50,297.62		
CompTime	<u>611.30</u>		
TOTAL	92,945.74		

We are seeking your approval for reimbursement to pay out unused vacation and sick leave, with an approximate cost that would not exceed \$95,000. Again the \$95,000 would be the maximum if no employees transferred to the city and no banked hours were transferred.

Lisa A. Davis

Lisa A. Davis, B.B.A.
Budget Accountant
Nueces County Auditors Office
901 Leopard, Rm 304
Corpus Christi, TX 78401
Office: (361) 888-0556 Direct: (361) 888-0558 Fax: (361) 888-0584
e-mail: lisa.davis@nuecesco.com

"Every day may not be good, but there is something good in every day" --Unknown

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

This Interlocal Cooperation Act Contract (the “Contract”) is entered into pursuant to the authority granted under *Chapter 791, Texas Government Code* by and between **The University of Texas Medical Branch at Galveston**, an institution of The University of Texas System, an agency of the State of Texas, (“UTMB”), and **Nueces County Hospital District** (“Hospital District”) for the provision of the health care services to the Hospital District’s eligible residents described herein.

This Contract is subject to the provisions of the Texas Indigent Health Care and Treatment Act, *Chapter 61, Texas Health & Safety Code* (the “Act”). However, UTMB and Hospital District understand and acknowledge that Hospital District shall be liable to UTMB for the treatment and provision of health care services to any Eligible Resident under this Contract, as contemplated and authorized under Section 74.005 (d), Texas Education Code, up to the Cap Out amount.

I. Definitions:

- 1.1 **Cap Out:** The maximum annual Hospital District liability per Eligible Resident under this Contract, which UTMB and Hospital District agree shall be \$60,000 for services provided by UTMB.
- 1.2 **Eligible Resident:** An Eligible Resident is a Hospital District resident who:
 - 1.2.1 Presents a valid Hospital District identification card to UTMB; and either
 - 1.2.2 Presents a valid referral authorization from the Hospital District indigent health care office, an authorized Hospital District official, the Hospital District’s authorized third party administrator or from a physician designated by the Hospital District indigent health care office as authorized to make referrals, in addition to a valid preauthorization from the Hospital District or Hospital District’s designee; or
 - 1.2.3 Presents in a UTMB emergency room without a referral where Emergency Care will be provided.
- 1.3 **Emergency Care:** Care given to any person who presents in the UTMB emergency room to evaluate and stabilize a medical condition of recent onset and severity, including severe pain, that would lead a prudent layperson possessing an average knowledge of medicine and health to believe that the person’s condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in: 1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of a bodily organ or part; (4) serious disfigurement; or (5) in the case of woman, serious jeopardy to the health of the fetus.

- 1.4 **Invoice:** An invoice is the demand for payment for services provided by UTMB to Eligible Residents which may be submitted at the election of the Hospital District either electronically or in monthly statement form as set out in Section 2.2.2.
- 1.5 **Patient Encounter:** A patient encounter includes each preauthorized inpatient or outpatient visit to UTMB by an Eligible Resident and all medically appropriate procedures, treatments, and ancillary services associated with that visit.
- 1.6 **Primary Care:** General health care services provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.7 **Secondary Care:** Specialty health care services provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.
- 1.8 **Tertiary Care:** Health care services provided within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.
- 1.9 **Medical Screening Examination:** The process required to reach with reasonable clinical confidence the point at which it can be determined whether a medical emergency does or does not exist. Depending on patient's presenting symptoms, the exam could range from a simple process involving only a brief history and physical exam to a complex process that involves performing ancillary studies and procedures, including clinical lab tests, CT scans, and/or diagnostic tests and procedures. The exam is an ongoing process that must continue until the patient is stabilized or it can be determined whether a medical emergency does or does not exist.

II. Responsibilities:

2.1 Hospital District's Responsibilities:

- 2.1.1 The Hospital District agrees to pay UTMB the fees charged to the Hospital District by UTMB for health care services rendered pursuant to this Contract within sixty (60) days of date of the Invoice except for amounts specifically disputed in accordance with Section 2.1.2. The undisputed portions of any Invoice will not be withheld and will be paid in accordance with this section 2.1.1.
- 2.1.2 In the event the Hospital District disputes all or any portion of an amount included on an Invoice, the Hospital District will notify UTMB in writing of the specific reason for which the amount is being disputed. Valid reasons for dispute include (i) appointment not authorized; (ii) Cap Out and (iii) Medicaid patient. In the case of the first two, UTMB and Hospital District will consult their respective records to resolve the dispute. In the case of a Medicaid patient, the Hospital District will provide the Medicaid Number, the Add Date, Effective Date and Term Date and such other information as is reasonably requested by UTMB. Any other reason for disputing a charge (i.e.,

duplicate charge) must be accompanied by a full explanation of the reason for non-payment and evidence that such charge is not valid and the Hospital District will provide to UTMB such additional information as is reasonably requested by UTMB. All notices of dispute shall be in writing, specific, in good faith, and promptly forwarded to the respective UTMB billing entity, but in no event later than forty-five (45) days from the date of the Invoice containing the disputed charge. Dispute notices received by UTMB later than forty-five (45) days from the date of the Invoice shall be null and void and the disputed amount shall be due and owing from the Hospital District to UTMB. Notices of dispute of a charge will be sent directly to the respective UTMB billing entity set forth in Section 2.1.4 and Section 2.1.5 with the appropriate documentation necessary for each such billing entity. UTMB shall respond to any notice of dispute within thirty (30) days of receipt of same. If UTMB's response indicates payment is expected for the amount(s) in dispute, the Hospital District shall have thirty (30) days from receipt of UTMB's response to either pay the disputed amount(s) or notify UTMB that the amount remains in dispute. If the amount remains in dispute, the dispute shall be resolved as set forth in section 4.3 below.

- 2.1.3 Payment of Invoices shall be made directly to the respective UTMB billing entities specified in Section 2.1.4 and Section 2.1.5.
- 2.1.4 Physician payments mailed to: UTMB Faculty Group Practice, P.O. Box 650859, Dept. 710 Dallas, TX 75265-0859.
- 2.1.5 Hospital payments mailed to: UTMB at Galveston, P.O. Box 650859, Dept. 710 Dallas, TX 75265-0859.
- 2.1.6 The Hospital District shall screen and register patients in accordance with the provisions of the Act and the Hospital District's internal procedures in advance of treatment.
- 2.1.7 The Hospital District shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and contains the information in the form identified in Exhibit A.
- 2.1.8 The Hospital District agrees to refer Eligible Residents through its indigent health care office, by a physician designated by the Hospital District indigent health care office and/or by a designated third-party administrator as authorized by the Hospital District to make referrals.
- 2.1.9 The Hospital District shall complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 2.1.10 The Hospital District shall identify to UTMB the specific indigent health care officials who can authorize referrals and confirm Eligible Resident status, including the name, address and phone numbers of Hospital District officials or designated third party administrators for telephone eligibility verification and patient referral.

- 2.1.11 The Hospital District shall be solely responsible for arranging for any follow-up medical care or health care services to be performed by UTMB including referral form completion for Eligible Residents referred to UTMB.
- 2.1.12 The Hospital District shall ensure that the information contained in the referral form is accurate and complete and that all referrals contain a valid and unique authorization identifier for each Patient Encounter. An authorization identifier is required to evidence the guarantee of benefits, eligibility for the referral and payment for health care services provided by UTMB under this Contract
- 2.1.13 Services provided by UTMB, excluding the Medical Screening Examination performed on an Eligible Resident upon presentation at a UTMB emergency room, require pre-authorization. Hospital District is only obligated to pay for services specifically authorized under each Patient Encounter as outlined in Section 1.5, except as allowed under Section 2.1.14.
- 2.1.14 Hospital District agrees to pay for Emergency Care received by any Eligible Resident at the UTMB Emergency Room, including the Medical Screening Examination, without regard to prior authorization, at rates specified under this Contract. Any services provided that do not constitute Emergency Care will be subject to preauthorization by the Hospital District or Hospital District's designee. Hospital District acknowledges and understands that the UTMB Emergency Room may not offer Medical Screening Exams at such times that staffing needs do not allow. During such times, Eligible Residents who present to the Emergency Room will be treated by a physician provider. Preauthorization shall not be required for any Emergency Care provided. UTMB will continue to make reasonable efforts to refer Eligible Residents not requiring Emergency Care to the Hospital District's indigent care office or primary care clinic in accordance with the provisions of this Contract. In addition, patients who receive a Medical Screening Examination and are deemed to be non-emergent will be directed to the financial screening process before further care may be provided. During the financial screening process, UTMB will inform the patient that medical services in the UTMB Emergency Room that are deemed non-emergent as a result of the Medical Screening Examination, will be the responsibility of the patient to cover payment in full.
- 2.1.15 Hospital District acknowledges that the physician services in UTMB's Emergency Care unit are contracted with a third-party provider. Hospital District understands and agrees that a separate agreement may be executed between Hospital District and such third-party for the provision of Emergency Care physician services under terms and at rates to be determined under such separate agreement.
- 2.1.16 Hospital District or its designee agrees to promptly respond to a request from UTMB to authorize additional health care services not previously authorized or included under the Medical Screening Examination that are medically necessary when delaying such health care services may be harmful to the Eligible Resident. Hospital District or its designee shall utilize its best faith effort to respond within three (3) hours of UTMB's request to authorize

additional health care services. If UTMB does not receive a response from Hospital District within three (3) hours of UTMB's initial attempt to request authorization for services, UTMB will presume that Hospital District has authorized the additional services and will provide the additional services to Eligible Resident.

2.1.17 Hospital District or its designee agrees to notify UTMB by fax at (409) 747-0850 or other mutually agreeable electronic means, including email, when it disenrolls an Eligible Resident from the Hospital District's indigent health care program. Such notice shall be delivered within 72 hours of the effective date of the disenrollment, and shall include the name, date of birth, and social security number of the affected individual.

2.1.18 Hospital District agrees that it will not require Eligible Residents receiving health care services from UTMB under this Contract to obtain health care services outside of UTMB, including but not limited to radiology, electronic imaging, laboratory and pathology services in those instances where: (1) the Eligible Resident has been admitted to a UTMB facility as an in-patient; or (2) if in the opinion of a UTMB physician, the provision of services by a third party provider would significantly disrupt or impair the continuity of care provided to the Eligible Resident by UTMB. The parties acknowledge and understand that procedures requiring preauthorization are determined by Hospital District and specified in Exhibit C, as provided in Section 2.1.13 of this Contract. Except that, in cases where an Eligible Resident is referred to UTMB for neurology, orthopedic or neurosurgery services, the Hospital District must provide concurrent pre-authorization for both medically necessary radiology services and neurology, orthopedic or neurosurgery services.

2.2 **UTMB's responsibilities:**

2.2.1 At the time of referral of an Eligible Resident, UTMB agrees to provide health care services within the then current limits of its capacities and capabilities to the Hospital District's Eligible Residents at the authorized and agreed upon fee schedule attached as Exhibit D to this Contract.

2.2.2 UTMB agrees to submit Invoices on a timely basis to the Hospital District from each billing entity.

2.2.2.1 Invoices may be submitted either (i) electronically for each Patient Encounter of an Eligible Resident; or (ii) in a paper statement prepared on a monthly basis reflecting the accumulated amounts due to UTMB from the Hospital District for the Patient Encounters of all Eligible Residents during the previous month regardless of the date of a Patient Encounter. The Hospital District has elected the method of invoicing indicated on the signature page of this Contract. The Hospital District may change such election only upon written notification to UTMB at least sixty (60) days prior to the date requested for such change to take effect.

- 2.2.2.2 Invoices that are sent in electronic form will be sent within ninety-five (95) days of the date of each Patient Encounter. If submitted in paper statement form, the Invoice will include the amounts due to UTMB from the Hospital District for the Patient Encounters of all Eligible Residents accumulated during the previous month regardless of the date of a Patient Encounter, although the Invoice will be sent within one-hundred twenty-five (125) days of the date of any Patient Encounter included on the Invoice. Separate Invoices will be submitted for hospital and physician services.
- 2.2.3 UTMB agrees that it will not “balance bill” for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept Hospital District’s payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from Hospital District any amount received by Hospital District for reimbursement from a third party payer. In the event that UTMB receives payment from both the Hospital District and a third party payer, UTMB agrees to refund the Hospital District for the amount received from the Hospital District. For purposes of accomplishing the intent of this section, the Hospital District assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents. Refund should be submitted to the appropriate Hospital District within one hundred twenty (120) days of UTMB receipt of payment from third party payer.
- 2.2.4 UTMB agrees to make a best faith effort to provide discharge summaries and consultation reports, procedure and/or operative notes (and case notes, if requested by Hospital District) and consult notes for clinic services to the Hospital District’s referring physician. UTMB shall furnish such information to the Hospital District’s referring physician not later than ten (10) business days of the date of discharge of the patient. In addition, UTMB shall furnish the same information, as soon as practicable, upon request to the Hospital District’s indigent healthcare office or its assignee. In the event UTMB fails to provide such information as is required by this section on a timely basis for more than ten percent (10%) of the Hospital District’s patients treated at UTMB during any calendar month during the term of this Contract, then upon such failure of performance Hospital District may immediately institute the dispute resolution procedure set forth in section 4.3 below. UTMB agrees to provide copies of medical records under this section without charge. If additional copies of the same medical records are requested, whether in the same or subsequent request by Hospital District, Hospital District will pay for the additional copies at the rates then charged by UTMB for such copies under similar circumstances.
- 2.2.5 UTMB agrees to refer all Eligible Residents back to the Hospital District’s indigent care office for follow-up treatment of the referred condition.
- 2.2.6 UTMB Invoices shall include a CMS UB-04 for inpatient/hospital services and a CMS 1500 for outpatient/physician services. UTMB shall provide all

necessary documents in its possession to assist Hospital District in seeking reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents. If a Hospital District eligible patient is subsequently determined to be Medicaid eligible and Hospital District has already paid UTMB for services rendered to Medicaid eligible, the Hospital District will request a refund from UTMB. Once UTMB has been paid by Medicaid, UTMB will refund the money to the Hospital District.

- 2.2.7 UTMB agrees to use reasonable efforts to inform the Hospital District of the cumulative amount of all Invoices.
- 2.2.8 UTMB agrees to provide names, addresses, and phone numbers for personnel responsible for arranging for health care services under this Contract.
- 2.2.9 UTMB agrees to comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer Hospital District residents not requiring Emergency Care to the Hospital District's indigent health care office for referral in accordance with the provisions of this Contract.
- 2.2.10 UTMB provides professional liability insurance coverage for employed UTMB faculty, qualifying part-time contracted faculty, residents, and students through the University of Texas System Professional Medical Liability Benefit Plan (the "Plan") for claims arising from or related to acts and/or omissions occurring within the course and scope of their clinical, educational, and research duties and responsibilities. The plan provides coverage of \$500,000 per claim and \$1.5 million in annual aggregate and is an "incurred" plan and provides "tail" coverage. Within ten days of the execution of this contract, UTMB agrees to provide Hospital District evidence of current coverage under such policies and to immediately inform Hospital District of any actual or proposed material modification, cancellation, or termination of such insurance. Hospital District acknowledges that, as an agency of the State of Texas, UTMB's liability for the tortious conduct of UTMB employees or for injuries caused by conditions of tangible personal property is provided for by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code, Chapters 101, 104, and 108*). Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of *Texas Labor Code, Chapter 503*.
- 2.2.11 UTMB agrees to allow Hospital District and/or its agent access to the medical and billing records of services provided under this Contract to Hospital District's Eligible Residents treated by UTMB for purposes of allowing Hospital District and/or its agent to conduct audits regarding medical necessity and/or billing accuracy. In such event, Hospital District shall provide notice not less than three (3) business days in advance of on-site visit and specify those records it desires to inspect and review. On-site visits will be conducted during normal business hours. Hospital District and/or its agent will adhere to all UTMB standard security requirements for premises access.

All costs of such audits shall be the responsibility of Hospital District. UTMB agrees to cooperate with Hospital District regarding such audit processes.

2.2.12 UTMB has the right to terminate the physician-patient relationship or the provision of non-emergent services to an Eligible Resident if a UTMB Physician determines that continuing the relationship or providing the requested services are not in the best interest of the Eligible Resident.

2.3 Health care services not UTMB's responsibility:

2.3.1 UTMB does not agree to provide Outpatient Pharmacy services.

2.3.2 UTMB does not agree to provide transportation to and from UTMB.

2.3.3 UTMB does not agree to provide take-home medical supplies.

2.3.4 UTMB does not agree to provide health care services via telemedicine.

2.3.5 UTMB does not agree to provide routine eye care and exams.

2.4 Health care services carve out:

2.4.1 Oncology Services - Under this Contract, UTMB agrees to accept the referral of an Eligible Resident to its oncology service for consultation only, and to provide a diagnostic evaluation and treatment plan for the Eligible Resident.

2.4.2 Invasive Cardiology/Cardiovascular Services - Under this Contract, UTMB agrees to accept the referral of an Eligible Resident to its invasive cardiology/cardiovascular service for consultation only, and to provide a diagnostic evaluation and treatment plan for the Eligible Resident. If the Hospital District requests UTMB to provide invasive cardiology/cardiovascular services as outlined in the treatment plan for the Eligible Resident, the Hospital District agrees to pay UTMB for a complete episode of care, as set forth in the treatment plan, based on the compensation amounts detailed in Exhibit D, Compensation Schedule, up to \$75,000.

If the Hospital District requests UTMB to provide oncology services as outlined in the treatment plan for the Eligible Resident, the Hospital District will be required to sign a separate one-time agreement with UTMB and agree to pay for a complete episode of care, as set forth in the treatment plan, based on the compensation amounts detailed in Exhibit D, Compensation Schedule, regardless of the Cap Out amount.

III. Warranties:

- 3.1 UTMB warrants that (1) the health care services to be performed hereunder are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapters 65 and 74, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- 3.2 Hospital District warrants that (1) it has authority to perform the services under authority granted in Chapter 61, *Texas Health & Safety Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- 3.3 UTMB, at all times during the existence of this Agreement, warrants that it will comply with and provide services in accordance with (i) all applicable federal, State, county and municipal laws, rules, ordinances and regulations as they relate to this Agreement; (ii) the standards of the Joint Commission; and (iii) all applicable UTMB policies, bylaws, rules and regulations, including UTMB's Compliance Program.

IV Miscellaneous:

- 4.1 **Term and Termination.** The term of this Contract shall be from **April 1, 2022 through March 31, 2023** regardless of the date of execution. Unless either party provides 60 days prior written notice of their intent not to renew, this Contract will automatically renew for one-year terms, subject to any applicable rate changes published by the Texas Health and Human Services Commission, which will be provided annually to the Hospital District in a manner and method mutually agreed upon between the parties. This Contract may be terminated at any time without cause by either party by giving thirty (30) days' written notice to the other party.

For continuation of care after the effective date of termination, the parties agree to cooperate to arrange for the prompt, medically appropriate transfer of Eligible Residents following termination of this Contract. In the case of inpatient services provided to Eligible Residents after the effective date of termination, except as may be required by the obligation of UTMB to continue care in the event of special circumstances, UTMB shall continue such care and be compensated by the Hospital District until the conclusion of the course of treatment. Such continued treatment shall be at the rates then in effect under this Contract. For outpatient treatment, the Hospital District agrees to move the Eligible Resident to a contracted provider unless both parties agree in writing to a short-term continuum of care plan. Services provided under this section, with accompanying requirements, survive the termination of Contract.

Hospital District may terminate this Agreement immediately upon any of the following occurrences: (i) loss of UTMB's Joint Commission accreditation; or (ii) loss of UTMB's Medicare certification.

4.2 **Jurisdiction/Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit brought against UTMB arising under this Contract shall lie in a State District Court in Galveston County, Texas. Except as otherwise provided by applicable law, the venue of any suit brought against the Hospital District arising under this Contract is fixed in any court of competent jurisdiction in Nueces County, Texas. To the extent authorized under the laws and constitution of the State of Texas and the statutory duty of the Attorney General of Texas to manage any disputes involving UTMB, UTMB irrevocably waives any objection-including any objection to personal jurisdiction-it has or may have to the bringing of any action or proceeding in accordance with the foregoing, in respect of this Contract or any related document. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF IMMUNITY BY EITHER PARTY, BOTH OF WHICH ARE STATE OF TEXAS GOVERNMENT ENTITIES.**

4.3 **INDEMNITY**

UTMB, TO THE EXTENT AUTHORIZED UNDER THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, SHALL SAVE HARMLESS THE HOSPITAL DISTRICT AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS FOR DAMAGES BY PERSONS OR ENTITEIS NOT A PARTY TO THIS COTRACT, INCLUDING DAMAGES, OR OTHER AMOUNTS PAYABLE TO A THIRD-PARTY CLAIMANT, AS WELL AS ANY ATTORNEY’S FEES AND COSTS OF LITIGATION, INSOFAR AS SUCH CLAIMS ARE BASED ON ANY ACT OR OMISSION BY UTMB AT ANY TIME RELATING TO THIS CONTRACT.

NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED.

4.4 **Dispute Resolution Procedure.** The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event giving rise to the claim. By their execution of this Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the other party’s immunity from suit with respect to claims of third parties.

4.5 **Entire Agreement/Amendment.** This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein. This Contract may be amended only in writing and signed by both parties within the contract period.

4.6 **HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) (“HIPAA”)).** To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as “Protected Information”) as regulated by the Department of Health and Human Services (DHHS) through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to as “the HIPAA Rules,” such party agrees to keep private and to secure any information considered Protected Information in accordance with federal law. Further, if the parties conduct any activities necessitating further assurances and protections related to patient information required under federal and/or state law, the parties shall enter into a Business Associate Agreement accordingly.

4.7 **Notices.** Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this Section:

UTMB: Executive Vice President
Business Development and Chief Strategy Officer
Office of the President
The University of Texas Medical Branch
301 University Blvd., Route 0129
Galveston, TX 77555-0129

Cc to: Senior Vice President & General Counsel
The University of Texas Medical Branch
301 University Blvd., Route 0124
Galveston, Texas 77555-0124
Fax: 409-787-8741

If to Nueces County Hospital District:
Jonny F. Hipp
Administrator/Chief Executive Officer
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401-0835
jonny.hipp@nchdcc.org
Fax: 361-808-3274

- 4.8 **State Auditor’s Office.** The parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. The contracting parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The contracting parties will include this provision in all contracts with permitted subcontractors.

- 4.9 **Assignment.** This Contract is not transferable or assignable except upon written approval by receiving party and performing party.

- 4.10 **Severability.** If any one or more of the provisions contained in this Contract shall for any reason 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 therein.

- 4.11 **Public Records.** It shall be the independent responsibility of UTMB and Hospital District to comply with the provisions of Chapter 552, *Texas Government Code* (the “*Public Information Act*”), as those provisions apply to the parties’ respective information. Neither party is authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other party.

- 4.12 **Force Majeure.** Neither UTMB nor Hospital District shall be required to perform any term, condition, or covenant of this Contract so long as such performance is delayed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or Hospital District and that by the exercise of due diligence UTMB or Hospital District is unable, wholly or in part, to prevent or overcome.

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

**NUECES COUNTY
HOSPITAL DISTRICT**

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

By: _____

By: _____

Name: Jonny F. HippC.

Aaron LeMay, CPA, JD, MSED
Interim, Chief Business and Finance Officer
VP, Financial Accounting & Reporting
and Reporting

Title: Administrator/Chief Executive Officer

Date: _____

Date: _____

Attest: _____

Content Reviewed _____

Election by County as to Method of Invoicing (please initial one):

_____ **Paper Monthly Statement**

_____ **Electronic**

Exhibit A
Eligible Resident Identification Card

Card

Hospital District Indigent Care Card	
No.	_____
Effective Date:	_____
Expiration Date:	_____
Hospital District Identification No:	_____
Coverage:	_____
Name:	Mr/Mrs. County Resident
Address:	1313 Main Street Your City, Texas 00000
Telephone:	409-555-5555
Date of Birth:	<u>10-23-1949</u>
Primary Care Provider:	_____
<i>Signature</i> _____	
Hospital District Indigent Care Coordinator	
<i>Signature</i> _____	
Hospital District Indigent Patient's Signature	
Patient Must Present This Card at Time of Registration.	
This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the Hospital District Indigent Care Coordinator's Office.	

Cards are to be created by the Hospital District.
Each card should have a unique number assigned as a security precaution and tracking mechanism.
Each card should have an original signature by the appropriate representative of the Hospital District.
Each card should have an original signature by the resident.
Each covered family member should have their own card issued. This would replace existing letters.

Exhibit C
Procedures Requiring Preauthorization

Services provided by UTMB require preauthorization, except the Medical Screening Examination performed on an Eligible Resident upon presentation at a UTMB emergency room. The following services require preauthorization:

INPATIENT SERVICES:

- Inpatient Admissions / Acute care hospitalization
- Skilled Nursing Facility

OUTPATIENT SERVICES:

- Surgeries or procedures requiring conscious sedation or general anesthesia performed in a physician's office, free standing surgery center, ambulatory surgery center, or hospital based surgery center
- CT Scan
- Echocardiogram
- MRI/MRA
- Nuclear Studies/Imaging
- PET Scan
- Physical Therapy
- Speech Therapy
- Occupational Therapy
- Hyperbaric Treatments- *only in special circumstances*
- Infusion Treatment
- Oral Surgery - *only in special circumstances*
- *Durable Medical Equipment limited to Home Oxygen Equipment*
- *Diabetic Supplies*
- *Home and Community Health Care*

EXHIBIT D
Compensation Schedule

- Inpatient Services:** Hospital District agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA In-Patient Percentage of current billed charges.
- Outpatient Services:** Hospital District agrees to pay for authorized Outpatient Services in accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA Out-Patient Percentage of current billed charges.
- Outpatient Surgery:** Hospital District agrees to pay authorized Outpatient Surgeries in accordance with UTMB's then TEFRA Out-Patient Percentage.
- Implants:** Hospital District agrees to pay for authorized implants at 33% of UTMB's billed charges.
- Outpatient Laboratory Services:** Hospital District agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's current TEFRA Out-Patient Percentage of billed charges.
- Professional Services:** Hospital District agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
- Mid-Level Providers:** Hospital District agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
- Anesthesia:** Hospital District agrees to pay \$55 per ASA unit, based on current ASA units and 15 minute time units.

[EXHIBIT D CONTINUES NEXT PAGE]

Any outpatient fees not otherwise defined: Hospital District agrees to pay 33% of UTMB's billed charges.

Limit on Charge Master Increases. UTMB is limited to an aggregate increase during the one-year term of this Contract not to exceed eight percent (8%) for all charges submitted that are reimbursed on a percentage of billed charges, excluding medical supplies and pharmaceuticals. Medical supplies shall include but not be limited to: implants, prosthetics, orthotics and stents. If during the term of this Contract UTMB has an aggregate increase in its charge master greater than eight percent (8%), UTMB agrees to adjust the percentage rate of billed charges set forth in Exhibit D such that Hospital District does not pay an amount that exceeds the eight percent (8%) cap on the increase in UTMB's charge master.

SUPPLEMENTAL AGREEMENT - FIRST EXTENSION
NUECES COUNTY HOSPITAL DISTRICT AND
POLICE ASSISTED ADDICTION AND RECOVERY INITIATIVE

WHEREAS, the NUECES COUNTY HOSPITAL DISTRICT (herein "District") and POLICE ASSISTED ADDICTION AND RECOVERY INITIATIVE (herein "PARRI") entered into a Professional Services Agreement ("Agreement") (collectively the "Parties") for services from February 01, 2021 through January 31, 2022.

WHEREAS, such Agreement provides for extension of the term by the written mutual agreement of the parties; and

WHEREAS, the parties found that for the completion of the services under the Agreement the term of the original agreement should be extended and now wish to supplement the Agreement and extend the period of the Agreement from the original termination date of January 31, 2022 to September 30, 2022.

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

1. To extend the term of the Agreement from January 31, 2022 to September 30, 2022.
2. To ratify any and all related services to the Agreement performed by PARRI between January 31, 2022 and the date this Supplemental Agreement is executed.
3. All other provisions of the Original Agreement shall remain the same. This Supplemental Agreement does not provide for any changes to the services by PARRI or the monies paid to PARRI or any other provisions of the Parties Agreement.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement in their official capacities with legal authority to do so.

WITNESS our hands on this 08th day of March, 2022.

NUECES COUNTY HOSPITAL DISTRICT

POLICE ASSISTED ADDICTION
AND RECOVERY INITIATIVE

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

BY: Zoe Grover
Name: Zoe Grover
Title: Interim Executive Director

Date: 03/08/22

Date: 3/8/2022