

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, October 25, 2022 at 10:00 AM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Mariana Garza, J.D.
- Efrain Guerrero, Jr.
- Arthur Granado

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

A. Call to order.

B. Establish quorum.

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

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

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

5. 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 September 20, 2022 Public Hearing and Regular Meeting minutes. 7

- B. Receive listing of new vendors as of October 20, 2022; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 22

- C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2022 year-to-date: 23
 - 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.

- 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 September 30, 2022. 24

- 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. 25
- 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 September 30, 2022. 26
- 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. 30
- 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): 31
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.
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. Financial Matters:

1. Financial Statements:

a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended August 31, 2022. <i>(ACTION)</i>	32
2. <u>Investment Reports:</u>	
a. Receive Quarterly and Annual Investment Reports for the fiscal quarter and fiscal year ended September 30, 2022. <i>(INFORMATION)</i>	39
3. <u>Nueces Aid Program Enrollment:</u>	
a. Receive reports relating to Nueces Aid Program enrollment for the month-ended September 30, 2022:	
1. Total Persons and Households Enrolled;	46
2. Enrollment Summary;	47
3. Denials;	49
4. Application Processing Summary; and	50
5. Enrollment by Zip Code. <i>(INFORMATION)</i>	54
<u>B. Federal Emergency Management Agency (FEMA) Cost Recovery:</u>	
1. Receive update on FEMA Public Assistance Project Application #674808 pertaining to recovery of Social Determinants of Health Study-related costs incurred in response to the COVID-19 pandemic:	
a. Recension of FEMA denial Determination Memorandum dated September 7, 2022; and	57
b. Issuance of FEMA denial Determination Memorandum dated October 18, 2022. <i>(INFORMATION)</i>	58
2. Approve amendment to Services Contract with Hagerty Consulting, Inc. to provide for appeal of October 18, 2022 FEMA denial Determination Memorandum relating to FEMA Public Assistance Project Application #674808. <i>(ACTION)</i>	68
<u>C. Nueces County Juvenile Department:</u>	
1. Approve \$67,000 of additional funding for Nueces County Juvenile Department detainee health care costs during Fiscal Year 2023. <i>(ACTION)</i>	71
<u>D. Memorial Medical Center Demolition:</u>	
1. Receive and discuss report from Hanson Professional Services, Owner's Representative, on the Memorial Medical Center demolition project being conducted by CHRISTUS Spohn Health System Corporation; demolition project located at 2606 Hospital Boulevard, Corpus Christi, Texas. <i>(INFORMATION)</i>	

E. Legislation:

1. Discuss and consider legislation for the 88th Texas Legislative Session. (*ACTION*) 72

F. Board of Managers Business:

1. Board Chairman to appoint Board of Managers Committees and related Chairmen to be effective October 1, 2022; appointments pursuant to Board of Managers Bylaws, §2.2.B.2.(d). (*ACTION*)

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. Letter Agreement with Carol Scott Public Relations for public messaging and awareness services relating to the demolition of CHRISTUS Spohn Hospital Corpus Christi - Memorial (formerly Memorial Medical Center). (*ACTION*) 77

b. Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities (NCMHID), and Nueces County Hospital District (NCHD) relating to certain mental health-related programs to be provided by or through the NCMHID and paid for by NCHD during Fiscal Year 2023. (*ACTION*) 82

c. Second Supplemental Agreement between Nueces County Hospital District and Police Assisted Addiction and Recovery Initiative extending term of the original Professional Services Agreement to December 30, 2022. (*ACTION*) 98

d. Relocation of November 15, 2022 Board of Managers and Board Committee meetings to accommodate tour of Dr. Hector P. Garcia Memorial Family Health Center. (*ACTION*)

H. 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*)

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. Legislative Committee: November 15, 2022, 9:15 AM in Classroom #1 at Dr. Hector P. Garcia Memorial Family Health Center, 2606 Hospital Boulevard, Corpus Christi, Texas 78405;

2. Finance Committee: November 15, 2022, 9:30 AM in Classroom #1 at Dr. Hector P. Garcia Memorial Family Health Center, 2606 Hospital Boulevard, Corpus Christi, Texas 78405; and

3. Board of Managers: November 15, 2022, 10:00 AM in Classroom #1 at Dr. Hector P. Garcia Memorial Family Health Center, 2606 Hospital Boulevard, Corpus Christi, Texas 78405. (***INFORMATION***)

8. **ADJOURN**

DRAFT

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
PUBLIC HEARING MEETING
SEPTEMBER 20, 2022**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Tuesday, September 20, 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
Mary Esther Guerra	Assistant County Attorney
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Dr. Xavier Gonzales	Nueces County Director of Mental Health
Dr. Osbert Blow	Christus Spohn CEO
Stuart Archer	Oceans Health Care
John Lusins MD	Psychiatrist
Andrea Riojas	CLK Architects
Jerry Kramer	CLK Architects
Carol Scott	Scott Public Relations
Eric Evans	CCMC
Hilda Dalfonso	CCMC
John Michael	Hanson
Rebecca Rios	Christus Spohn – via Zoom
Aaron Vasquez Diaz	NC Deputy Director of Mental Health Programs–via Zoom
Ronda Klocko	Christus Spohn – via Zoom
Paityn Havelka	Asst to Comm Brent Chesney – via Zoom
Mark Hendrix	MHID – via Zoom
Andrea Kovarik	MHID – via Zoom
Aidee Hernandez	Commissioners Court Manager - via Zoom
DCH13616945934	- via Zoom
DCH7795	- via Zoom

MINUTES
BOARD OF MANAGERS
PUBLIC HEARING
SEPTEMBER 20, 2022

1. WELCOME

2. ROLL CALL OF MEMBERS

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

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

A. Call to order – Ms. Sylvia Tryon Oliver, Vice-Chairman.
The meeting was called to order by Ms. Oliver at 10:04 a.m.

B. Establish quorum – Ms. Oliver
A quorum was present with all members in attendance.

Sylvia Tryon Olivier, Vice-Chairman – PRESENT
Belinda Flores, R.N., Member – PRESENT
Vishnu V. Reddy, M.D., Member – PRESENT
John E. Valls, M.B.A., Member – PRESENT
Mariana Garza, J.D., Member – PRESENT
Efrain Guerrero, Jr., Member – PRESENT
Arthur Granado, Member – PRESENT @ 10:05 a.m.

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

4. PUBLIC HEARING - The Nueces County Hospital District ("District") Board of Managers ("Board") will conduct a Public Hearing on the following:

A. Mandatory Health Care Provider Participation Program ("Program") payment rate of six percent (6%) of net patient revenue that the Board intends to require of each institutional health care provider located within the District's boundaries during District Fiscal Year 2023 (October 1, 2022 - September 30, 2023) and use of revenue derived

**MINUTES
BOARD OF MANAGERS
PUBLIC HEARING
SEPTEMBER 20, 2022**

from the payments; Program authorized by Texas Health & Safety Code (“Health Code”), Chapter 298C, as amended; mandatory payment authorized by Health Code, §298C.051 and public hearing conducted pursuant to Health Code, §298C.101.

No one to speak in public comment.

5. CLOSE PUBLIC HEARING – Ms. Oliver closed Public Meeting at 10:08 a.m.

6. ADJOURN

Motion to adjourn by Ms. Oliver at 10:08 a.m.

DRAFT

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
SEPTEMBER 20, 2022**

The Nueces County Hospital District Board of Managers met at 10:15 a.m., Tuesday, September 20, 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
Mary Esther Guerra	Assistant County Attorney
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Dr. Xavier Gonzales	Nueces County Director of Mental Health
Dr. Osbert Blow	Christus Spohn CEO
Stuart Archer	Oceans Health Care
John Lusins MD	Psychiatrist
Andrea Riojas	CLK Architects
Jerry Kramer	CLK Architects
Carol Scott	Scott Public Relations
Eric Evans	CCMC
Hilda Dalfonso	CCMC
John Michael	Hanson
Jenny Dorsey	Nueces County Attorney
Rebecca Rios	Christus Spohn – via Zoom
Aaron Vasquez Diaz	NC Deputy Director of Mental Health Programs–via Zoom
Ronda Klocko	Christus Spohn – via Zoom
Paityn Havelka	Asst. to Comm Brent Chesney – via Zoom
Mark Hendrix	MHID – via Zoom
Andrea Kovarik	MHID – via Zoom
Aidee Hernandez	Commissioners Court Manager - via Zoom

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SEPTEMBER 20, 2022

DCH13616945934 - via Zoom
DCH7795 - via Zoom

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

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.
 Arthur Granado

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

A. Call to order – Ms. Sylvia Tryon Oliver, Vice-Chairman
The meeting was called to order by Ms. Oliver at 10:16 a.m.

B. Establish quorum – Ms. Oliver
A quorum was present with all members in attendance.

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

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 20, 2022**

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

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

4. REAPPOINTMENTS AND APPOINTMENTS TO BOARD OF MANAGERS

A. Receive notice of Commissioners Court's reappointment of Ms. Belinda Flores, Dr. Vishnu V. Reddy, and Mr. Efrain Guerrero, Jr. for individual three-year terms all ending September 30, 2025; appointments pursuant to Texas Health and Safety Code, §281.021(a) and §281.022(b). (*INFORMATION*)

B. Receive notice of Commissioners Court's appointment of Mr. Arthur Granado for partial term ending September 30, 2024; appointment pursuant to Texas Health and Safety Code, §281.021(a) and §281.022(b). (*INFORMATION*)

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

No one to speak in public comment.

6. 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:

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 20, 2022**

A. Approve Board of Managers minutes:

1. Regular Meeting of August 23, 2022; and
2. Special Meeting of August 29, 2022.

B. Receive listing of new vendors as of September 15, 2022; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176.

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 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;
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.

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 August 31, 2022.

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E. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03.

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 August 31, 2022.

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.

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

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

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

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7. 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. Health Care Provider Participation Program - The Hospital District's Health Care Provider Participation Program ("Program") requires mandatory payments from institutional health care providers located within the District's boundaries, revenues from the provider payments are used to fund intergovernmental transfers from the District to the state to provide the nonfederal share of certain Medicaid program payments described at Texas Health and Safety Code, §298C.103(c)(1)(A)-(E), and the provider payments are collected into and disbursed from the District's local provider participation fund:

1. Confirm posting of public notice of public hearing on the rate of mandatory Program payments that the Board of Managers intends to require of each institutional health care provider located within the Hospital District's boundaries during Hospital District Fiscal Year 2023 (October 1, 2022 - September 30, 2023) and how the revenue derived from the payments will be spent;
2. Confirm provision to each institutional health care provider within the Hospital District's boundaries of the public notice of public hearing on the rate of mandatory Program payments that the Board of Managers intends to require of each provider during District Fiscal Year 2023 and how the revenue derived from the payments will be spent; and
3. Adopt Board of Managers Order setting the rate of mandatory Program payments during Hospital District Fiscal Year 2023 at six percent (6%) of the net patient revenue of each institutional health care provider located within the Hospital District boundaries. (***ACTION***)

**Motion by Mr. Valls and seconded by Dr. Reddy for
Item 7. A (1&2) MOTION CARRIED.**

**Motion by Mr. Valls and seconded by Ms. Garza for
Item 7. A (3) MOTION CARRIED.**

B. Psychiatric Services:

1. Receive information from CHRISTUS Spohn Health System relating to the transition of psychiatric services from CHRISTUS Spohn Hospital Corpus Christi - Memorial to Oceans Behavioral Hospital Corpus Christi at CHRISTUS Spohn Hospital Corpus Christi - Shoreline. (***INFORMATION***)

C. Facility Improvements:

1. Authorize Administrator to negotiate and execute a Professional Services Contract for architectural and other related services with CLK Architects & Associates relating to future expansion, remodeling, and/or refurbishment of the Dr. Hector P. Garcia Memorial Family Health Center at 2606 Hospital Boulevard, Corpus Christi, Texas. (*ACTION*)

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

2. Authorize Administrator to negotiate and execute a Professional Services Contract for engineering, owner's representative, and other related services with Hanson Professional Services relating to future expansion, remodeling, and/or refurbishment of the Dr. Hector P. Garcia Memorial Family Health Center at 2606 Hospital Boulevard, Corpus Christi, Texas. (*ACTION*)

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

D. Memorial Medical Center:

1. Authorize Administrator to negotiate and execute a Personal Services Contract for public relations services with Carol A. Scott relating to the demolition of Memorial Medical Center and related matters. (*ACTION*)

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

E. Federal Emergency Management Agency (FEMA) Cost Recovery:

1. Receive information on FEMA Public Assistance Project Application #674808 relating to recovery of Social Determinants of Health Study-related costs incurred in response to the COVID-19 pandemic. (*INFORMATION*)

F. Nueces Aid Program:

1. Discuss activities relating to building awareness of the Nueces Aid Program the Hospital District's statutorily-required program to furnish medical aid and hospital care to indigent and needy persons residing in the District. (*INFORMATION*)

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BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 20, 2022

G. Finance Committee:

1. Nueces Aid Program Enrollment:

a. Receive reports relating to Nueces Aid Program enrollment for the month-ended August 31, 2022:

1. Total Persons and Households Enrolled;
2. Enrollment Summary;
3. Denials;
4. Application Processing Summary; and
5. Enrollment by Zip Code. (*INFORMATION*)

H. Legislation:

1. Discuss and consider legislative priorities for the 88th Texas Legislative Session. (*ACTION*)

No Action Taken.

I. Board of Managers Business:

1. Elect Board of Managers Chairman and Vice-Chairman to be effective October 1, 2022; elections pursuant to Board of Managers Bylaws, §2.2.A.1. (*ACTION*)

Nominations for Chairman and Vice-Chairman as follows:

Ms. Garza nominated Dr. Reddy for Vice-Chairman.

Ms. Flores nominated Mr. Valls for Chairman.

Mr. Guerrero nominated Ms. Oliver for Chairman.

Members that voted for Mr. Valls as follows:

Ms. Flores, Ms. Garza, Dr. Reddy, Mr. Granado, total of 4 votes.

Members that voted for Ms. Oliver as follows:

Mr. Guerrero and herself, total of 2 votes.

Members who voted for Dr. Reddy for Vice-Chairman

goes as follows: Ms. Garza and by acclamation Mr. Valls.

As called by Ms. Oliver, Vice-Chairman,

Mr. Valls is elected Chairman and Dr. Reddy, Vice-Chairman.

Terms to commence October 2022 – September 2023.

**MINUTES
BOARD OF MANAGERS
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SEPTEMBER 20, 2022**

2. Board Chairman-Elect to appoint Board of Managers Committees and related Chairmen to be effective October 1, 2022; appointments pursuant to Board of Managers Bylaws, §2.2.B.2.(d). (*ACTION*)

No Action Taken.

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

No change. No Action Taken.

4. Discuss and consider authorizing preparation of a plaque or other similar memorial recognition of Mr. Dan Winship, former Board of Managers member, and such recognition to be posted in the Board of Managers Meeting Room or lobby of the Hospital District's Administrative Offices. (*ACTION*)

**Motion by Mr. Valls and seconded by Mr. Guerrero.
MOTION CARRIED.**

5. Receive Board of Managers and Board Committee meeting schedules previously approved for Calendar Year 2023 and consider possible amendment of the approved meeting dates and/or times. (*INFORMATION/ACTION*)

J. 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. Provision of \$50,000 supplement/stipend to Nueces County for the Nueces County Attorney's Fiscal Year 2023 budget; funds to be available for use at the discretion of the County Attorney. (*ACTION*)

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

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b. Relocation of October 27, 2022 Board of Managers and Board Committee meetings. (*ACTION*)

Motion by Mr. Valls and seconded by Ms. Garza with correction of October 25, 2022 and not October 27, 2022. MOTION CARRIED.

K. 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*)

Update by Dr. Gonzales.

8. ADMINISTRATOR'S BRIEFING:

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

1. Legislative Committee: October 25, 2022, 9:15 AM in Room #1 at Dr. Hector P. Garcia Memorial Family Health Center, 2606 Hospital Boulevard, Corpus Christi, Texas 78405;

2. Finance Committee: October 25, 2022, 9:30 AM in Room #1 at Dr. Hector P. Garcia Memorial Family Health Center, 2606 Hospital Boulevard, Corpus Christi, Texas 78405; and

3. Board of Managers: October 25, 2022, 10:00 AM in Room #1 at Dr. Hector P. Garcia Memorial Family Health Center, 2606 Hospital Boulevard, Corpus Christi, Texas 78405. (*INFORMATION*)

9. 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

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 20, 2022**

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 Health Services Agreement - Nueces County Correctional Facilities between Nueces County, Nueces County Hospital District, and Armor Correctional Health Services, Incorporated.

10. **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.

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

No Action Taken.

12. **ADJOURN**

**Motion to adjourn by Ms. Oliver. Motion by Ms. Flores
and seconded by Mr. Guerrero.
Meeting adjourned at 12:38 p.m.**

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 20, 2022**

PRESIDING OFFICER

Sylvia Tryon Oliver, Vice-Chairman

ATTEST:

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

ABSENT

Wm Dewitt Alsup, General Counsel
Nueces County Hospital District

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

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
2077	White, David Edward III	1806 2nd Street, Unit B	Corpus Christi	TX	78404
2078	Owl Labs, Inc	DEPT 0557 P O Box 120557	Dallas	TX	75312-0557

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	182,041.52	182,041.52	942,300.00	760,258.48
Emergency Medical Services	0.00	0.00	0.00	127,200.00	0.00	0.00	120,300.00	0.00	0.00	113,400.00	0.00	0.00	360,900.00	550,000.00	189,100.00
NC MHID - Fund Matching	0.00	0.00	242,283.00	0.00	0.00	242,283.00	0.00	0.00	242,282.00	0.00	0.00	0.00	726,848.00	969,129.00	242,281.00
NC MHID - Jail Programs	0.00	0.00	174,265.51	120,600.82	151,341.38	252,573.50	257,018.81	0.00	187,338.20	142,162.75	119,524.55	0.00	1,404,825.52	3,510,801.00	2,105,975.48
Mental Healthcare Services Dept	134.48	214.02	0.00	0.00	71,439.23	0.00	0.00	0.00	0.00	144,224.10	0.00	0.00	216,011.83	570,000.00	353,988.17
Juvenile Center - Lab	1,474.67	1,651.74	1,514.95	1,134.27	1,758.93	1,897.55	1,936.09	1,632.38	2,454.12	1,825.46	1,793.44	2,474.69	21,548.29	407,000.00	
Juvenile Center - Doctors	13,334.40	23,070.35	17,982.20	17,141.35	20,756.24	29,758.95	23,298.36	53,889.33	55,573.52	45,985.37	32,966.93	28,380.03	362,137.03		
Juvenile Center - Pharmacy	583.97	1,256.12	669.67	587.05	66.33	2,223.01	31.92	2,102.91	4,012.69	616.29	3,279.83	1,281.27	16,711.06		
Juvenile Center - Other	435.80	1,970.46	124.48	289.48	912.60	561.82	1,228.96	180.00	180.00	476.03	90.00	153.99	6,603.62		
Subtotal	15,828.84	27,948.67	20,291.30	19,152.15	23,494.10	34,441.33	26,495.33	57,804.62	62,220.33	48,903.15	38,130.20	32,289.98	407,000.00	407,000.00	0.00
Nueces County Jail Services	353,224.55	370,829.92	353,224.55	357,129.95	353,224.55	353,224.55	353,224.55	369,677.20	393,063.88	369,169.88	353,224.55	353,224.55	4,332,442.68	4,408,695.00	76,252.32
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	15,098.86	0.00	0.00	15,187.50	50,000.00	34,812.50
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
Totals	369,187.87	398,992.61	790,064.36	700,833.90	599,499.26	882,522.38	757,038.69	427,481.82	884,904.41	832,958.74	510,879.30	567,556.05	7,721,919.39	12,574,925.00	4,853,005.61

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2022
As if Adjudicated January 1, 2022 through September 30, 2022**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	3,027	17,518,780	2,128,297	94,222	2,034,075
ASU	577	9,597,867	847,943	45,235	802,708
Clinic	11,239	8,716,393	2,392,387	102,296	2,290,091
Obs	137	4,224,131	961,191	34,666	926,525
OP	7,891	34,179,808	8,349,503	380,871	7,968,632
Subtotal	22,871	74,236,979	14,679,321	657,290	14,022,031
IP	494	34,555,949	4,906,313	171,111	4,735,202
SNF	-	-	-	-	-
RX	88,114	33,368,651	12,788,774	372,351	12,416,423
Physician	37,184	12,689,853	3,923,110	132,461	3,790,649
Total	148,663	154,851,432	36,297,518	1,333,213	34,964,305

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 2023

Member Revenue % 7.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
<u>Membership Revenue Deposits</u>													
Week 1	432,839.19												432,839.19
Week 2	554,299.98												554,299.98
Week 3													0.00
Week 4													0.00
Week 5													0.00
Subtotal	987,139.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	987,139.17

Bank of America, N.A.

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

PAGE 1 OF 4

received
10/11/22

TEMP-RETURN SERVICE REQUESTED

MB 01 001158 35139 H 4 A



NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPP
555 NORTH CARANCAHUA ST. SUITE 950
CORPUS CHRISTI TX 78401-0835

Account Number

Statement Period 09/01/2022 through 09/30/2022

Account Title CHRISTUS SPOHN HEALTH SYSTEM CORP /
NUECES COUNTY HOSPITAL DISTRICT
CHRISTUS SPOHN / NUECES CNTY ESCROW

ADMINISTRATIVE OFFICER
13129923272

GCAS CLIENT SERVICE.
GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BOFA.COM

ALTERNATE CONTACT
13129923272

CLIENT SERVICE.
GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BOFA.COM

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PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER	PORTFOLIO NAME
	CHRISTUS SPOHN / NUECES CNTY ESCROW

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER	PORTFOLIO NAME
------------------	----------------



CASH AND EQUIVALENTS

8,625,423.18	BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012	8,625,423.18	8,625,423.18	171,763.83
TOTAL CASH AND EQUIVALENTS		8,625,423.18	8,625,423.18	171,763.83

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	8,615,908.13
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	9,515.05	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	-9,515.05	9,515.05
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	8,625,423.18

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	8,615,908.13
09/01/22	INTEREST PAYMENT PAYABLE 09/01/22 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		9,515.05	

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TRANSACTION DETAIL *(continued)*

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
09/01/22	SWEEP PURCHASE 9,515.05 SHARES TRADE 09/01/22 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		-9,515.05	9,515.05
	ENDING BALANCE	0.00	0.00	8,625,423.18

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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	51,846,573.63	50,419,827.17	44,619,075.29	44,619,537.37	44,620,197.49	28,813,418.17	17,532,304.33	16,880,209.12	10,091,945.29	17,763,074.64
<u>Deposits</u>													
Christus Spohn		7,234,287.00	7,234,287.00		7,234,287.00			7,234,287.00	17,186,006.50	0.00		8,593,003.25	54,716,157.75
CCMC	5,650,342.75		5,650,342.75		5,650,342.75			5,650,342.75	5,715,374.00	5,715,374.00		5,715,374.00	39,747,493.00
CC Rehab	244,647.50		244,647.50		244,647.50			244,647.50	261,256.50	261,256.50		261,256.50	1,762,359.50
Driscoll	4,669,067.75		4,669,067.75		4,669,067.75			4,669,067.75	4,689,720.50	9,379,441.00		0.00	32,745,432.50
PAM Specialty	299,980.75		299,980.75		299,980.75			299,980.75	341,892.50	341,892.50		341,892.50	2,225,600.50
PAM Rehab	268,249.75		268,249.75		268,249.75			268,249.75	340,715.25	340,715.25		340,715.25	2,095,144.75
S. TX Surgical	626,744.50		626,744.50		626,744.50			626,744.50	604,730.50	604,730.50		604,730.50	4,321,169.50
Subtotal	11,759,033.00	7,234,287.00	18,993,320.00	0.00	18,993,320.00	0.00	0.00	18,993,320.00	29,139,695.75	16,643,409.75	0.00	15,856,972.00	137,613,357.50
Interest	119.10	243.02	272.03	386.81	251.39	462.08	660.12	306.19	406.84	92.98	362.12	11,337.85	14,900.53
Transfers In													0.00
Total Deposits	11,759,152.10	7,234,530.02	18,993,592.03	386.81	18,993,571.39	462.08	660.12	18,993,626.19	29,140,102.59	16,643,502.73	362.12	15,868,309.85	137,628,258.03
<u>Inter-Governmental Transfers</u>													
UC	(3,903,775.16)				(24,794,323.27)							(4,407,381.57)	(33,105,480.00)
DSRIP				(1,427,133.27)						(9,817,344.67)			(11,244,477.94)
CHIRP								(34,294,607.97)	(39,827,931.42)		(6,788,625.95)		(80,911,165.34)
TIPPS								(355,797.54)	(593,285.01)				(949,082.55)
DSH										(7,478,253.27)			(7,478,253.27)
UHRIP													0.00
Total IGT's	(3,903,775.16)	0.00	0.00	(1,427,133.27)	(24,794,323.27)	0.00	0.00	(34,650,405.51)	(40,421,216.43)	(17,295,597.94)	(6,788,625.95)	(4,407,381.57)	(133,688,459.10)
Transfers Out								(150,000.00)					(150,000.00)
Bank Fees													0.00
Ending Balance	25,618,451.58	32,852,981.60	51,846,573.63	50,419,827.17	44,619,075.29	44,619,537.37	44,620,197.49	28,813,418.17	17,532,304.33	16,880,209.12	10,091,945.29	21,552,873.57	21,552,873.57

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	393,130,704	471,814,667	228,891,086	55,698,685	114,518,091	43,015,169	2,610,423	1,309,678,823	51%
Christus Spohn Rural (Alice/Beeville/Kleberg)	48,398,858	182,794,947	0	15,020,682	0	10,399,451	0	256,613,938	10%
Corpus Christi Medical Center	121,850,134	139,171,092	0	48,200,011	0	62,724,121	0	371,945,358	14%
Driscoll Childrens Hospital	314,313,359	19,845,863	0	0	0	198,747,599	479,717	533,386,538	21%
Detar Hospital	24,949,804	47,723,156	0	15,382,457	0	0	0	88,055,417	3%
North Bay General Hospital	0	0	0	504,542	0	0	0	504,542	0%
South Texas Surgical Hospital	0	0	0	904,786	0	0	0	904,786	0%
Corpus Chrisit Rehab Hospital	0	0	0	296,670	0	0	0	296,670	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	1,330	0%
PAM Rehab Hospital	0	0	0	147,501	0	0	0	147,501	0%
Nueces County Health Dept	20,067,084	0	0	0	0	0	0	20,067,084	1%
TOTALS	922,709,943	861,349,724	228,891,086	136,156,663	114,518,091	314,886,339	3,090,140	2,581,601,986	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	337,517,127	303,167,058	81,253,781	59,437,427	44,975,213	0	0	826,350,607
Nueces LPPF	27,730,176	36,265,904	7,478,253	0	0	115,893,500	1,304,880	188,672,713
TOTALS	365,247,303	339,432,962	88,732,035	59,437,427	44,975,213	115,893,500	1,304,880	1,015,023,320

Nueces County Hospital District
Combined Balance Sheet - All Fund Types & Account Groups
 As of 8/31/2022
 (In Whole Numbers)

UNAUDITED

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	45,423,950 *	17,682,320	94,853	0	0	63,201,124
Investments	0	39,011,584	0	0	0	39,011,584
Accrued Interest	0	51,694	171	0	0	51,865
Taxes Receivable, Net of Allowance	3,727,633	0	0	0	0	3,727,633
Other Receivables	0	0	0	0	0	0
Due from Other Funds	26,812	0	0	0	0	26,812
Prepaid Expenditures	62,960	0	0	0	0	62,960
Restricted Cash & Cash Equivalents - LPPF	10,091,945	0	0	0	0	10,091,945
Fixed Assets	0	0	0	32,158,070	0	32,158,070
Amt to be Provided for Retirement of LT	0	0	0	0	53,485	53,485
Debt						
Total Assets	<u>59,333,301</u>	<u>56,745,599</u>	<u>95,024</u>	<u>32,158,070</u>	<u>53,485</u>	<u>148,385,478</u>
Liabilities						
Accounts Payable	2,223,867	0	0	0	0	2,223,867
Accrued Payroll & Related Liabilities	254,829	0	0	0	0	254,829
Intergovernmental Transfer Obligations	10,091,945	0	0	0	0	10,091,945
Due to Other Funds	0	0	26,812	0	0	26,812
Deferred Revenue	3,727,633	0	0	0	0	3,727,633
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	<u>16,298,275</u>	<u>0</u>	<u>26,812</u>	<u>0</u>	<u>53,485</u>	<u>16,378,572</u>
Fund Equity						
Fund Balance	35,104,852	0	68,212	32,158,070	0	67,331,134
Committed to:						
Intergovernmental Transfers	7,930,174	0	0	0	0	7,930,174
Indigent Care	0	56,744,853	0	0	0	56,744,853
Assigned to County Health Care	0	746	0	0	0	746
Total Fund Equity	<u>43,035,026</u>	<u>56,745,599</u>	<u>68,212</u>	<u>32,158,070</u>	<u>0</u>	<u>132,006,906</u>
Total Liabilities & Fund Equity	<u>59,333,301</u>	<u>56,745,599</u>	<u>95,024</u>	<u>32,158,070</u>	<u>53,485</u>	<u>148,385,478</u>

* General Fund Cash & Equivalents balance includes \$7,930,174 in committed funds.

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 General Fund
 From 8/1/2022 Through 8/31/2022
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Taxes	110,964	37,342,573
Penalties & Interest - Taxes	25,340	323,856
Spohn Corporate Member Revenue	950,947	11,096,756
Investment Income	82,276	249,237
Other Income	25	287,034
Total Revenues	1,169,553	49,299,456
Current Expenditures		
Intergovernmental Transfers	996,460	39,701,641
County Healthcare Funding	738,115	8,455,019
Salaries	106,183	1,134,159
Benefits	49,141	577,222
Legal & Professional Fees	22,072	321,765
Purchased Services	93,117	1,114,387
Supplies & Materials	1,461	14,163
Rent & Leases	12,444	134,585
Repairs & Maintenance	170	2,430
Utilities	5,810	36,982
Insurance	1,932	20,981
Administrative & General	9,489	51,793
Capital Outlay	0	2,501
Total Current Expenditures	2,036,396	51,567,629
Excess of Revenues Over Expenditures Before Sources/Uses	(866,843)	(2,268,173)
Other Financing Sources & Uses		
Operating Transfers In	0	(667,000)
Total Other Financing Sources & Uses	0	(667,000)
Excess of Revenues Over Expenditures After Sources & Uses	(866,843)	(1,601,173)
Fund Balance, Beginning of Year		44,636,198
FUND BALANCE, END OF YEAR		43,035,026

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 8/1/2022 Through 8/31/2022
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	56,794	283,477
Tobacco Settlement Proceeds	0	666,491
Total Revenues	56,794	949,968
 Excess of Revenues Over Expenditures Before Sources/Uses	 56,794	 949,968
 Other Financing Sources & Uses		
Operating Transfers Out	0	667,000
Total Other Financing Sources & Uses	0	667,000
 Excess of Revenues Over Expenditures After Sources & Uses	 56,794	 282,968
 Fund Balance, Beginning of Year		 56,462,630
 FUND BALANCE, END OF YEAR		 56,745,599

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 Trust Fund
 From 8/1/2022 Through 8/31/2022
 (In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	171	436
Total Revenues	<u>171</u>	<u>436</u>
Current Expenditures		
Benefits	534	18,078
Administrative & General	40	1,416
Total Current Expenditures	<u>574</u>	<u>19,494</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(403)</u>	<u>(19,058)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(403)</u>	<u>(19,058)</u>
Fund Balance, Beginning of Year		87,269
FUND BALANCE, END OF YEAR		<u><u>68,212</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 8/1/2022 Through 8/31/2022
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	110,964	0	110,964	37,342,573	36,780,945	561,628
Penalties & Interest - Taxes	25,340	52,011	(26,671)	323,856	339,110	(15,254)
Spohn Corporate Member Revenue	950,947	823,661	127,286	11,096,756	9,060,271	2,036,485
Investment Income	82,276	279	81,997	249,237	3,599	245,638
Other Income	25	0	25	287,034	100,000	187,034
Total Revenues	<u>1,169,553</u>	<u>875,951</u>	<u>293,602</u>	<u>49,299,456</u>	<u>46,283,925</u>	<u>3,015,531</u>
Current Expenditures						
Intergovernmental Transfers	996,460	934,140	(62,320)	39,701,641	29,186,373	(10,515,268)
County Healthcare Funding	738,115	934,548	196,433	8,455,019	10,753,394	2,298,375
Salaries	106,183	118,234	12,051	1,134,159	1,411,713	277,554
Benefits	49,141	59,125	9,984	577,222	679,460	102,238
Legal & Professional Fees	22,072	122,500	100,428	321,765	1,348,004	1,026,239
Purchased Services	93,117	87,617	(5,500)	1,114,387	1,226,713	112,326
Supplies & Materials	1,461	1,750	289	14,163	19,250	5,087
Rent & Leases	12,444	12,625	181	134,585	138,879	4,294
Repairs & Maintenance	170	751	581	2,430	8,261	5,831
Utilities	5,810	4,866	(944)	36,982	53,534	16,552
Insurance	1,932	2,258	326	20,981	24,842	3,861
Administrative & General	9,489	16,632	7,143	51,793	182,980	131,187
Capital Outlay	0	0	0	2,501	163,000	160,499
Extraordinary	0	417	417	0	4,587	4,587
Total Current Expenditures	<u>2,036,396</u>	<u>2,295,463</u>	<u>259,067</u>	<u>51,567,629</u>	<u>45,200,990</u>	<u>(6,366,639)</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(866,843)</u>	<u>(1,419,512)</u>	<u>552,669</u>	<u>(2,268,173)</u>	<u>1,082,935</u>	<u>(3,351,108)</u>
Other Financing Sources & Uses						
Operating Transfers In	0	0	0	(667,000)	(550,000)	117,000
Total Other Financing Sources & Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>(667,000)</u>	<u>(550,000)</u>	<u>117,000</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(866,843)</u>	<u>(1,419,512)</u>	<u>552,669</u>	<u>(1,601,173)</u>	<u>1,632,935</u>	<u>(3,234,108)</u>
Fund Balance, Beginning of Year				44,636,198	0	44,636,198
FUND BALANCE, END OF YEAR				<u>43,035,026</u>	<u>1,632,935</u>	<u>41,402,091</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 8/1/2022 Through 8/31/2022
(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	1	0	1	417	0	417
Tobacco Settlement Proceeds	<u>0</u>	<u>0</u>	<u>0</u>	<u>666,491</u>	<u>550,000</u>	<u>116,491</u>
Total Revenues	<u>1</u>	<u>0</u>	<u>1</u>	<u>666,909</u>	<u>550,000</u>	<u>116,909</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>1</u>	<u>0</u>	<u>1</u>	<u>666,909</u>	<u>550,000</u>	<u>116,909</u>
Other Financing Sources & Uses						
Operating Transfers Out	<u>0</u>	<u>0</u>	<u>0</u>	<u>667,000</u>	<u>550,000</u>	<u>(117,000)</u>
Total Other Financing Sources & Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>667,000</u>	<u>550,000</u>	<u>(117,000)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>1</u>	<u>0</u>	<u>1</u>	<u>(91)</u>	<u>0</u>	<u>(91)</u>
Fund Balance, Beginning of Year				837	0	837
FUND BALANCE, END OF YEAR				<u>746</u>	<u>0</u>	<u>746</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Indigent Care Fund
From 8/1/2022 Through 8/31/2022
(In Whole Numbers)

UNAUDITED

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Investment Income	<u>56,793</u>	<u>4,706</u>	<u>52,087</u>	<u>283,060</u>	<u>51,750</u>	<u>231,310</u>
Total Revenues	<u>56,793</u>	<u>4,706</u>	<u>52,087</u>	<u>283,060</u>	<u>51,750</u>	<u>231,310</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>56,793</u>	<u>4,706</u>	<u>52,087</u>	<u>283,060</u>	<u>51,750</u>	<u>231,310</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>56,793</u>	<u>4,706</u>	<u>52,087</u>	<u>283,060</u>	<u>51,750</u>	<u>231,310</u>
Fund Balance, Beginning of Year				56,461,793	0	56,461,793
FUND BALANCE, END OF YEAR				<u><u>56,744,853</u></u>	<u><u>51,750</u></u>	<u><u>56,693,103</u></u>

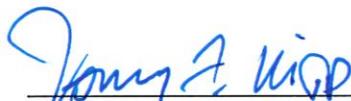
**NUECES COUNTY HOSPITAL DISTRICT
 QUARTERLY INVESTMENT REPORT
 July 1, 2022 - September 30, 2022**

Summary Holdings Statistics:

Portfolio/Fund Group	Prior				Current							
	Book Value	Market Value	WAY	WAM	Book Value	Market Value	Accrued Interest	Investment Income	% of Portfolio	WAY	WAM	
<u>Unrestricted Funds</u>												
General Fund	57,488,770	57,488,770	0.991%	1	45,403,361	45,403,361	2,037	223,314	36.69%	2.406%	1	
Indigent Care Fund	56,531,829	55,203,532	0.839%	415	56,717,506	54,798,674	81,950	170,463	45.84%	1.416%	396	
Tobacco Fund	743	743	1.001%	1	747	747	0	4	0.00%	2.413%	1	
Trust Fund	94,734	94,734	1.310%	1	68,172	68,172	159	451	0.06%	2.220%	1	
<u>Restricted Funds</u>												
General Fund - LPPF	17,532,304	17,532,304	0.280%	1	21,552,874	21,552,874	0	11,793	17.42%	1.930%	1	
Total	131,648,380	130,320,083	0.831%	179	123,742,660	121,823,828	84,146	406,025	100.00%	1.869%	182	
Change in Market Value		(8,496,255) ¹										
Quarter Average Yield - NCHD		1.565%										
Quarter Average Yield - 6 Mth T-Bill		3.250%										

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

INVESTMENT OFFICERS:



 JONNY F. HIPPI, ADMINISTRATOR



 BELINDA CHISM, ASSISTANT ADMINISTRATOR



 DONNA LITTLEFIELD, DIRECTOR OF ACCOUNTING & FINANCE

Notes

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

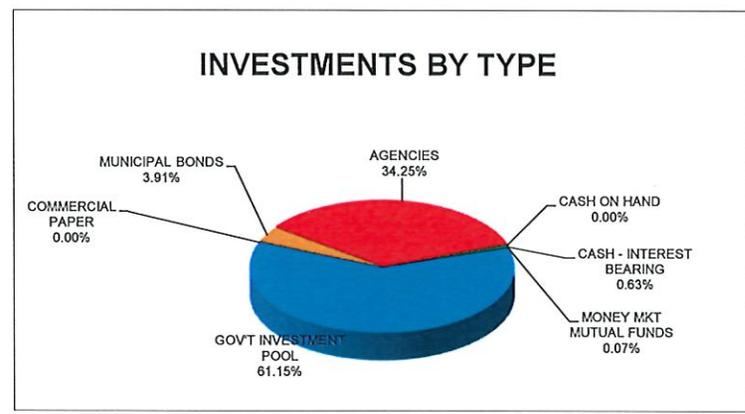
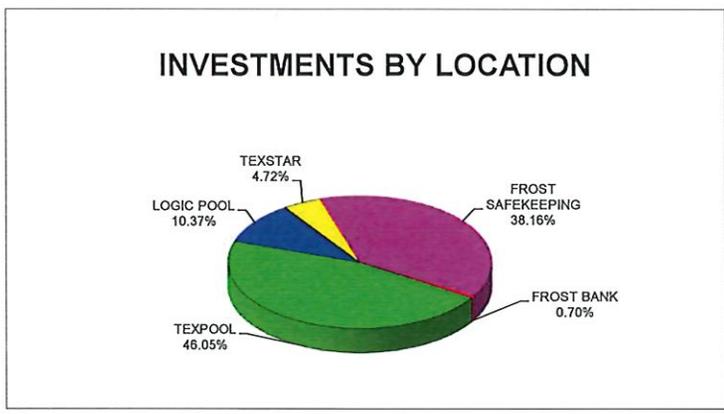
Nueces County Hospital District
 Inventory Report - Holdings by Fund
 As of: 09/30/2022

Settle Date	Maturity Date	Location	Security	CUSIP	Avg Yield/ Coupon	Purchase Price	PAR	Beginning Book Value 06/30/2022	Beginning Market Value 06/30/2022	Ending Book Value 09/30/2022	Ending Market Value 09/30/2022	Gain/Loss	Accrued Interest	Yield Y-T-M	Days to Maturity
Indigent Care Fund															
09/30/2022	10/01/2022	TexPool	Investment Pool	#00002	2.413%	2,301,224	2,301,224	2,275,544	2,275,544	2,301,224	2,301,224	0	0	2.413%	1
09/30/2022	10/01/2022	LOGIC	Investment Pool		2.476%	10,602,100	10,602,100	12,470,556	12,470,556	10,602,100	10,602,100	0	0	2.476%	1
09/30/2022	10/01/2022	TexSTAR	Investment Pool		2.294%	4,821,402	4,821,402	4,771,204	4,771,204	4,821,402	4,821,402	0	0	2.294%	1
08/12/2020	08/10/2023	Safekeeping	FNMA - Qrtly Call	3135G05R0	0.300%	3,993,000	4,000,000	3,999,606	3,894,368	4,000,000	3,865,712	(134,288)	1,667	0.359%	314
08/28/2020	08/18/2023	Safekeeping	FNMA - Semi-ann Call	3135G05V1	0.360%	4,000,000	4,000,000	4,000,000	3,884,100	4,000,000	3,856,956	(143,044)	1,680	0.360%	322
09/22/2020	08/15/2022	Safekeeping	Arlington TX GO	041796XH1	0.306%	0	0	1,000,000	997,790	0	0	0	0	0.306%	0
10/29/2020	02/15/2023	Safekeeping	Mansfield TX ISD	564386RS1	4.000%	1,751,220	1,620,000	1,655,972	1,632,182	1,641,583	1,620,875	(20,708)	8,100	0.447%	138
12/03/2020	11/30/2023	Safekeeping	FFCB Call Note	3133EMHL9	0.310%	3,996,600	4,000,000	4,000,000	3,853,028	4,000,000	3,811,664	(188,336)	4,133	0.339%	426
03/12/2021	03/12/2024	Safekeeping	FHLB Call Note	3130ALJ70	0.400%	4,000,000	4,000,000	4,000,000	3,826,520	4,000,000	3,767,724	(232,276)	800	0.400%	529
07/26/2021	07/26/2024	Safekeeping	FHLB Call Note	3130AN5A4	0.500%	3,000,000	3,000,000	3,000,000	2,853,111	3,000,000	2,804,337	(195,663)	2,667	0.500%	665
08/26/2021	08/26/2024	Safekeeping	FHLB Call Note	3130ANMN7	0.520%	4,000,000	4,000,000	4,000,000	3,814,420	4,000,000	3,707,160	(292,840)	1,964	0.520%	696
10/06/2021	02/01/2024	Safekeeping	Tx Public Finance Auth	882669CN2	2.000%	2,071,440	2,000,000	2,048,947	1,958,860	2,041,196	1,943,340	(97,856)	6,556	0.450%	489
10/28/2021	10/28/2024	Safekeeping	FHLB Call Note	3130APK79	0.700%	3,000,000	3,000,000	3,000,000	2,852,898	3,000,000	2,772,237	(227,763)	8,867	0.700%	759
11/04/2021	08/15/2024	Safekeeping	Cedar Pk TX Dev Corp	15046PBJ6	0.860%	310,000	310,000	310,000	293,734	310,000	290,148	(19,852)	333	0.860%	685
11/18/2021	11/18/2024	Safekeeping	FHLB Qrtly Call	3130APNE1	0.900%	2,000,000	2,000,000	2,000,000	1,900,154	2,000,000	1,858,288	(141,712)	6,600	0.900%	780
02/25/2022	02/25/2025	Safekeeping	FHLB Qrtly Call	3130AQSK0	1.600%	2,000,000	2,000,000	2,000,000	1,930,330	2,000,000	1,865,678	(134,322)	3,111	1.600%	879
05/19/2022	05/19/2025	Safekeeping	FHLB Qrtly Call	3130ARVV0	3.500%	2,000,000	2,000,000	2,000,000	1,994,732	2,000,000	1,938,512	(61,488)	25,472	3.500%	962
08/30/2022	11/25/2024	Safekeeping	FHLMC Qrtly Call	3134GXR71	4.000%	3,000,000	3,000,000	0	0	3,000,000	2,971,317	(28,683)	10,000	4.000%	787
			Subtotal			56,846,986	56,654,726	56,531,829	55,203,532	56,717,506	54,798,674	(1,918,832)	81,950	1.416%	396
Tobacco Settlement Fund															
09/30/2022	10/01/2022	TexPool	Investment Pool	#00007	2.413%	747	747	743	743	747	747	0	0	2.413%	1
			Subtotal			747	747	743	743	747	747	0	0	2.413%	1
Trust Fund - Employee Health Benefits Trust															
09/30/2022	10/01/2022	Frost Trust	Invesco Stit Treasury	825252406	2.220%	68,172	68,172	94,734	94,734	68,172	68,172	0	159	2.220%	1
			Subtotal			68,172	68,172	94,734	94,734	68,172	68,172	0	159	2.220%	1
General Fund															
09/30/2022	10/01/2022	Cash on hand	Petty Cash		0.000%	150	150	150	150	150	150	0	0	0.000%	1
09/30/2022	10/01/2022	TexPool	Investment Pool-GF	#00004	2.413%	36,147,564	36,147,564	38,569,450	38,569,450	36,147,564	36,147,564	0	0	2.413%	1
09/30/2022	10/01/2022	TexPool	Investment Pool-MR	#00009	2.413%	8,610,976	8,610,976	18,069,141	18,069,141	8,610,976	8,610,976	0	0	2.413%	1
09/30/2022	10/01/2022	Frost Bank	Checking - Operating	664053079	1.930%	639,667	639,667	796,510	796,510	639,667	639,667	0	2,001	1.930%	1
09/30/2022	10/01/2022	Frost Bank	Checking - Payroll	664027221	1.930%	5,004	5,004	53,518	53,518	5,004	5,004	0	37	1.930%	1
			Subtotal			45,403,361	45,403,361	57,488,770	57,488,770	45,403,361	45,403,361	0	2,037	2.406%	1
TOTAL UNRESTRICTED FUNDS						102,319,267	102,127,007	114,116,075	112,787,779	102,189,786	100,270,954	(1,918,832)	84,146	1.856%	220
Restricted Cash - General Fund															
09/30/2022	10/01/2022	Frost Bank	Checking - Nueces LPPF	664043316	1.930%	21,552,874	21,552,874	17,532,304	17,532,304	21,552,874	21,552,874	0	0	1.930%	1
			Subtotal			21,552,874	21,552,874	17,532,304	17,532,304	21,552,874	21,552,874	0	0	1.930%	1
TOTAL PORTFOLIO						123,872,140	123,679,880	131,648,380	130,320,083	123,742,660	121,823,828	(1,918,832)	84,146	1.869%	182
														WAY	WAM

**NUECES COUNTY HOSPITAL DISTRICT
 INVESTMENTS SUMMARY BY MARKET SECTOR
 UNRESTRICTED FUNDS
 FY 2022 4TH QUARTER (JULY 1 - SEPTEMBER 30, 2022)**

	FROST BANK	TEXPOOL	LOGIC	TEXSTAR	FROST SAFEKEEPING	TOTAL	PERCENT BY TYPE OF INVESTMENT
CASH ON HAND	\$150	\$0	\$0	\$0	\$0	\$150	0.00%
CASH - INTEREST BEARING	\$644,671	\$0	\$0	\$0	\$0	\$644,671	0.63%
MONEY MKT MUTUAL FUNDS	\$68,172	\$0	\$0	\$0	\$0	\$68,172	0.07%
GOV'T INVESTMENT POOLS	\$0	\$47,060,511	\$10,602,100	\$4,821,402	\$0	\$62,484,013	61.15%
COMMERCIAL PAPER	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
MUNICIPAL BONDS	\$0	\$0	\$0	\$0	\$3,992,779	\$3,992,779	3.91%
TREASURY NOTES AND BONDS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
AGENCIES	\$0	\$0	\$0	\$0	\$35,000,000	\$35,000,000	34.25%
TOTAL INVESTMENTS	\$712,993	\$47,060,511	\$10,602,100	\$4,821,402	\$38,992,779	\$102,189,785	100.00%

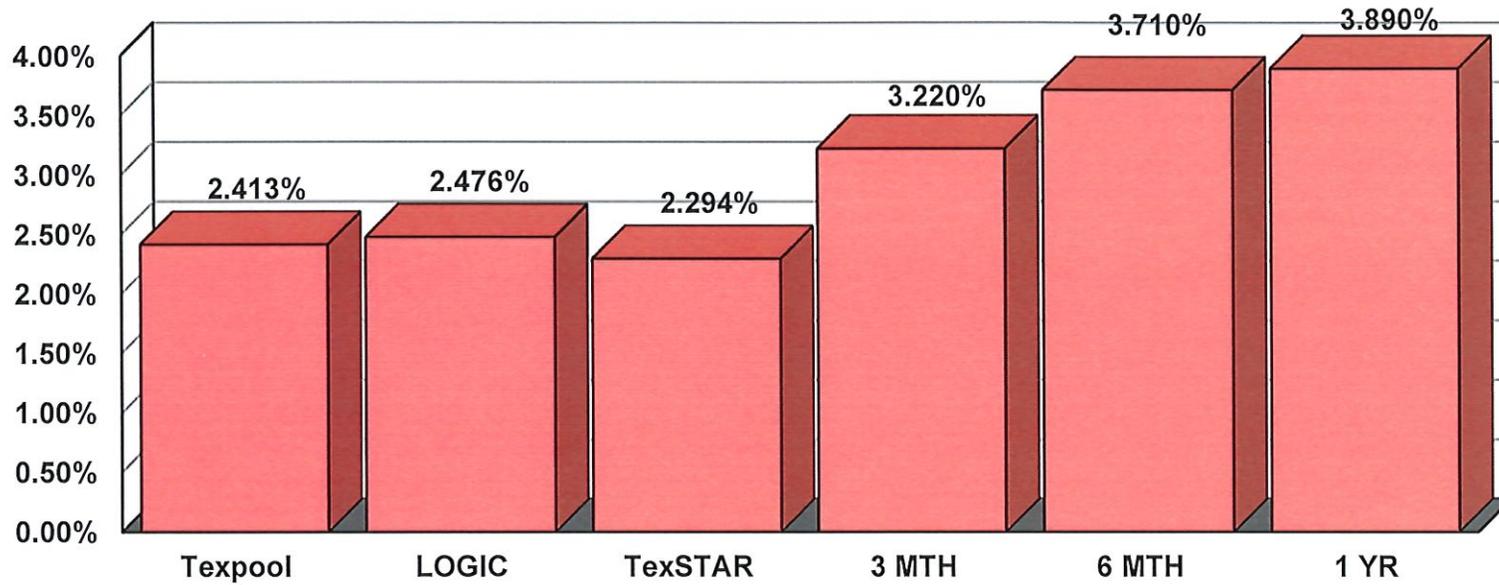
PERCENT BY HOLDER OF INVESTMENTS	0.70%	46.05%	10.37%	4.72%	38.16%	100.00%
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Nueces County Hospital District
Investment Transaction Activity
July 1, 2022 - September 30, 2022

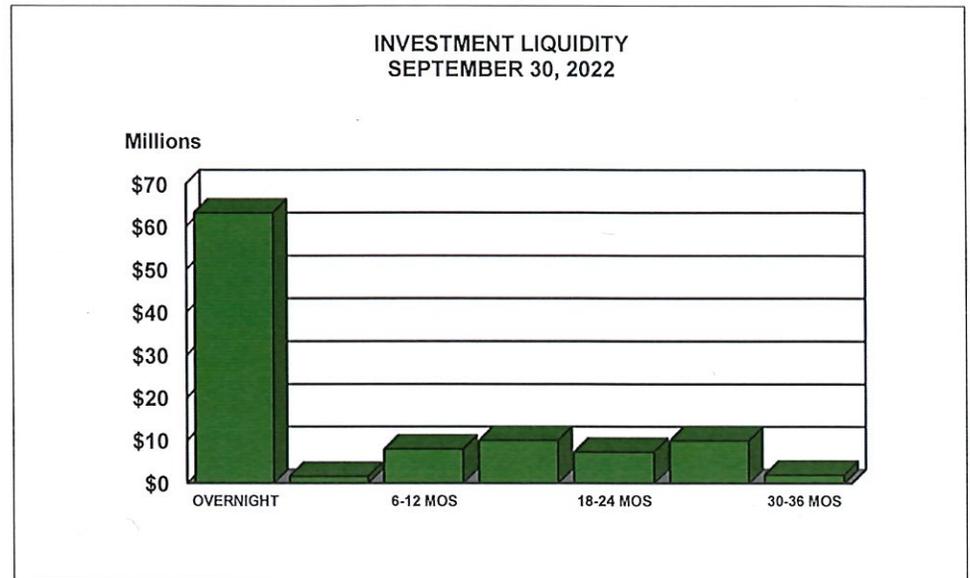
Settle Date	Maturity	Call Date	Type	CUSIP	Coupon	Price	Par	Principal	Acc'd Interest	Total Settlement	Yield to Mat/Call	Broker
<u>Purchases</u>												
08/30/2022	11/25/2024	11/25/2022	FHLMC Qrtly Call	3134GXR71	4.000%	100.0000	3,000,000.00	3,000,000.00	0.00	3,000,000.00	4.000%	BOK Financial
							Total Purchases:	3,000,000.00	3,000,000.00	0.00	3,000,000.00	
<u>Maturities/Calls</u>												
09/22/2020	08/15/2022		Arlington TX GO	041796XH1	0.306%	100.0000	1,000,000.00	1,000,000.00	1,530.00	1,001,530.00	0.306%	Morgan Stanley
							Total Maturities/Calls:	1,000,000.00	1,000,000.00	1,530.00	1,001,530.00	

NUECES COUNTY HOSPITAL DISTRICT POOL RATES V. TREASURIES SEPTEMBER 30, 2022

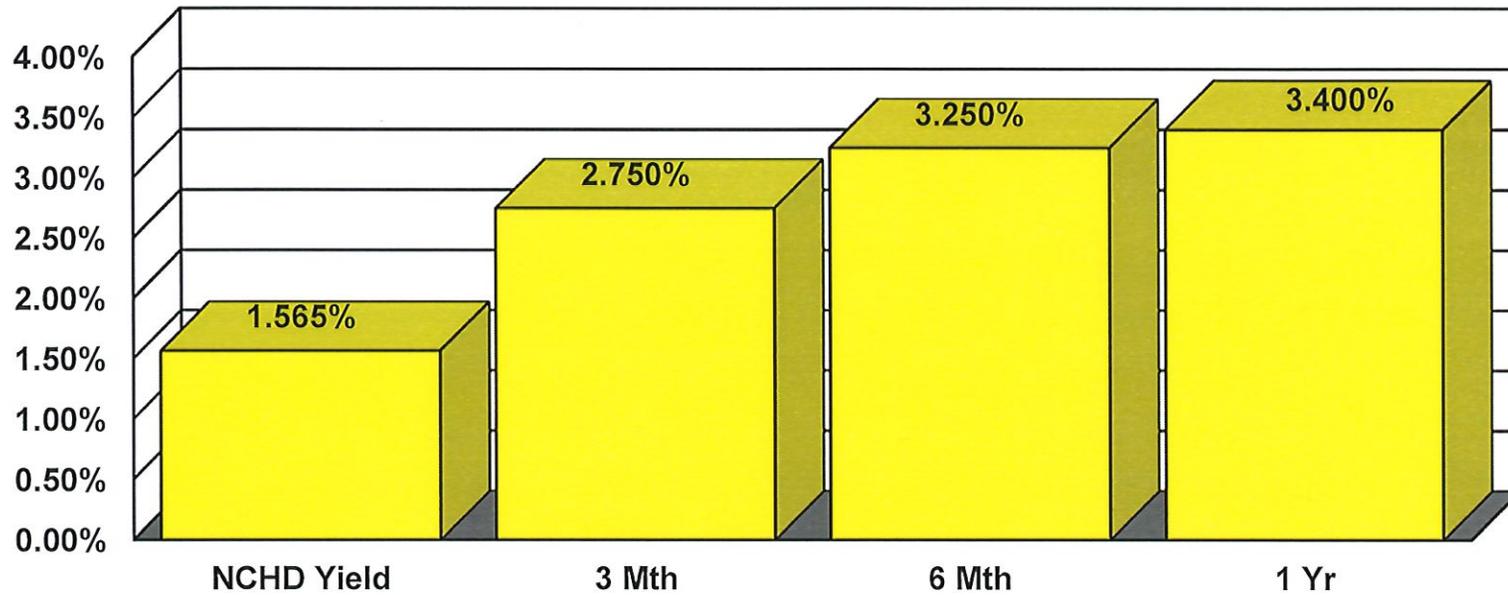


**NUECES COUNTY HOSPITAL DISTRICT
 INVESTMENT SUMMARY BY LIQUIDITY
 UNRESTRICTED FUNDS
 FY 2022 4TH QUARTER (JULY 1 - SEPTEMBER 30, 2022)**

<u>INVESTMENT-YRS TO MATURITY</u>	<u>AMOUNT</u>	
CASH & CASH EQUIVALENTS	\$63,197,006	61.8%
MATURES IN 0-6 MONTHS	\$1,641,583	1.6%
MATURES IN 6-12 MONTHS	\$8,000,000	7.8%
MATURES IN 12-18 MONTHS	\$10,041,196	9.8%
MATURES IN 18-24 MONTHS	\$7,310,000	7.2%
MATURES IN 24-30 MONTHS	\$10,000,000	9.8%
MATURES IN 30-36 MONTHS	\$2,000,000	2.0%
TOTAL	\$102,189,786	100.0%



NUECES COUNTY HOSPITAL DISTRICT QUARTERLY BENCHMARK COMPARISON SEPTEMBER 30, 2022

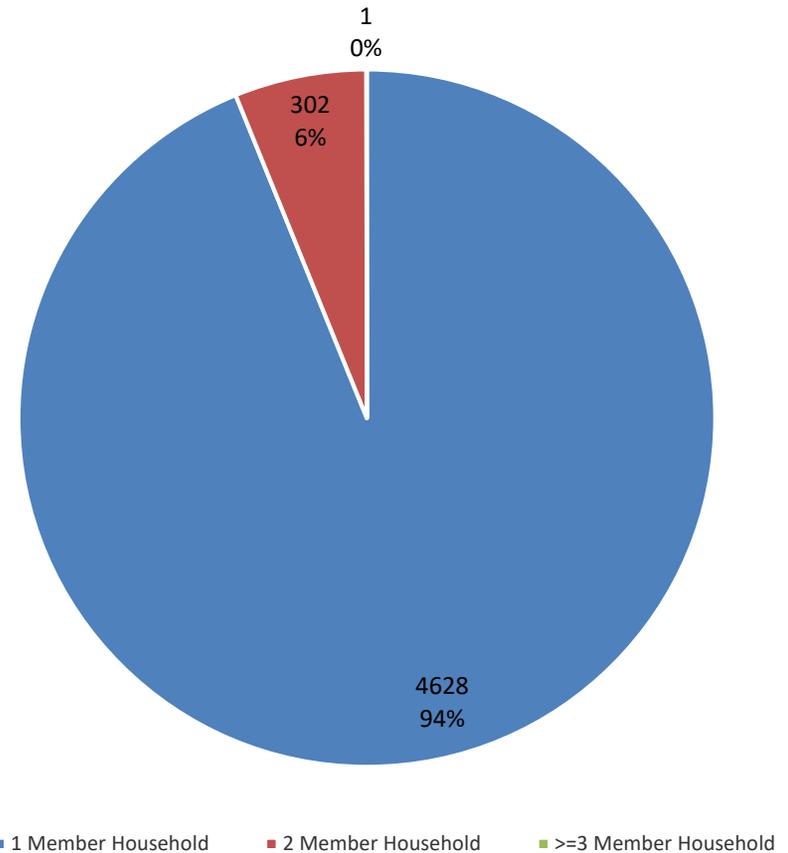
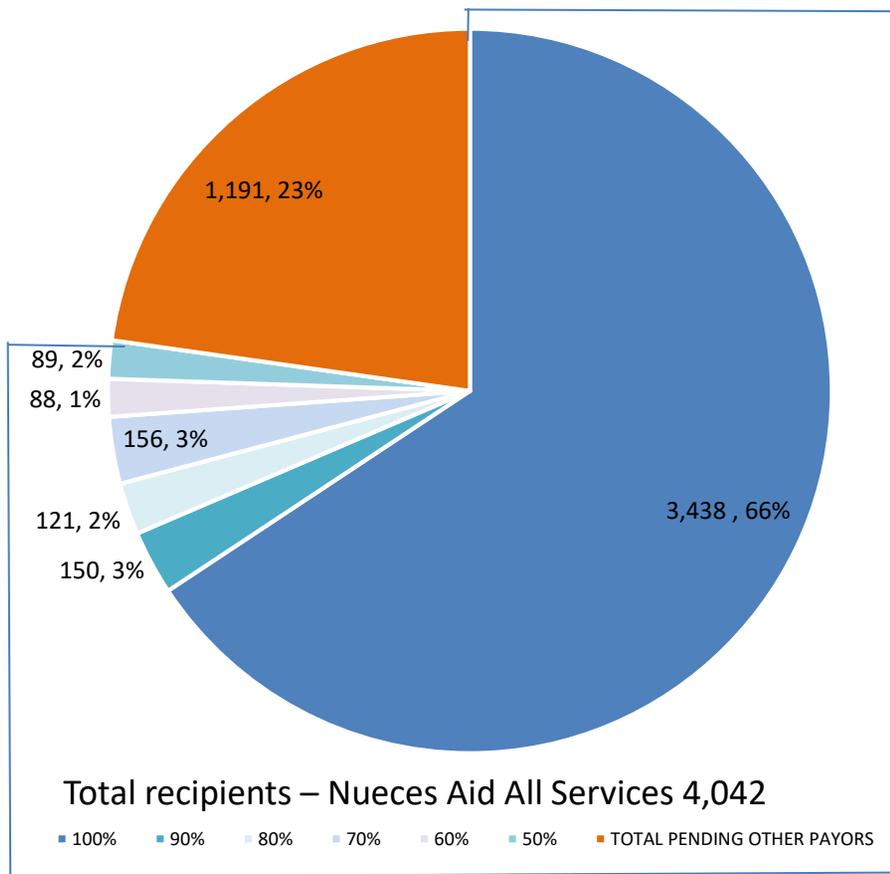


September 2022

Nueces Aid Program Enrollment

Total Enrolled
5,233

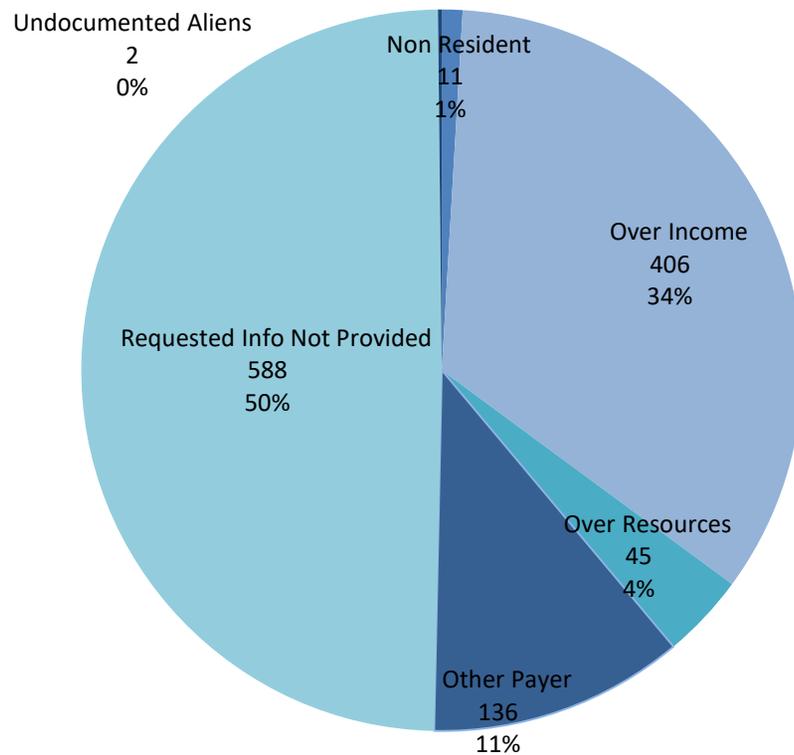
Total Households
4,931



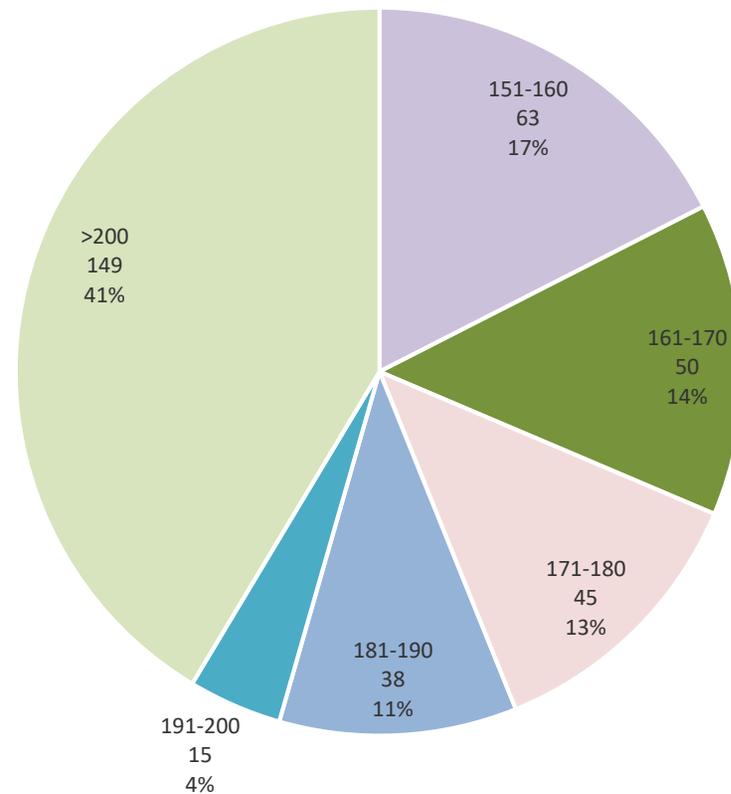
NUECES AID DENIALS

Calendar Year 2022
January-September

Denial Reasons



Comparison of Over Income Case to 2022 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	1,007	884	924	854	876	945	969				8,146	
- Approved	725	728	865	747	752	726	746	823	846				6,958	
%	85.4%	86.9%	85.9%	84.5%	81.4%	85.0%	85.2%	87.1%	87.3%				85.4%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	124	110	142	137	172	128	130	122	123				1,188	
%	14.6%	13.1%	14.1%	15.5%	18.6%	15.0%	14.8%	12.9%	12.7%				14.6%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	511	540	612	530	503	497	519	576	602				4,890	
%	70.5%	74.2%	70.8%	71.0%	66.9%	68.5%	69.6%	70.0%	71.2%				70.3%	
90%	18	19	22	18	26	18	35	23	21				200	
%	2.5%	2.6%	2.5%	2.4%	3.5%	2.5%	4.7%	2.8%	2.5%				2.9%	
80%	17	18	25	17	19	13	23	19	16				167	
%	2.3%	2.5%	2.9%	2.3%	2.5%	1.8%	3.1%	2.3%	1.9%				2.4%	
70%	17	15	30	27	22	25	18	24	25				203	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%	3.5%	3.6%	2.9%	3.4%	2.4%	2.9%	3.0%				2.9%	
60%	13	8	16	12	14	18	10	14	16				121	
%	1.8%	1.1%	1.8%	1.6%	1.9%	2.5%	1.3%	1.7%	1.9%				1.7%	
50%	11	11	15	16	13	12	15	11	20				124	
%	1.5%	1.5%	1.7%	2.1%	1.7%	1.7%	2.0%	1.3%	2.4%				1.8%	
TOTAL	587	611	720	620	597	583	620	667	700				5,705	
%	81.0%	83.9%	83.2%	83.0%	79.4%	80.3%	83.1%	81.0%	82.7%				82.0%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	628	656	739	663	664	647	637	719	755				6,108	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%	92.0%	94.0%	93.8%	94.2%	92.1%	93.3%	94.1%				93.4%	
2 Member Household	48	36	63	42	44	39	55	52	46				425	
%	7.1%	5.2%	7.8%	6.0%	6.2%	5.7%	7.9%	6.7%	5.7%				6.5%	
3 or > Member Household	1	0	1	0	0	1	0	0	1				4	Households pending other payors are not included.
%	0.1%	0.0%	0.1%	0.0%	0.0%	0.1%	0.0%	0.0%	0.1%				0.1%	
TOTAL HOUSEHOLDS APPROVED	677	692	803	705	708	687	692	771	802				6,537	

**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%	0 0.0%	4 2.8%	2 1.5%	3 1.7%	0 0.0%	2 1.5%	0 0.0%	0 0.0%				11 0.9%	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
Over Income %	46 37.1%	37 33.6%	46 32.4%	46 33.6%	48 27.9%	57 44.5%	43 33.1%	43 35.2%	40 32.5%				406 34.2%	
Over Resources %	9 7.3%	4 3.6%	12 8.5%	6 4.4%	4 2.3%	3 2.3%	3 2.3%	3 2.5%	1 0.8%				45 3.8%	
Other Payer %	18 14.5%	13 11.8%	22 15.5%	14 10.2%	13 7.6%	11 8.6%	19 14.6%	18 14.8%	8 6.5%				136 11.4%	
Requested Info Not Provided %	51 41.1%	56 50.9%	58 40.8%	69 50.4%	103 59.9%	57 44.5%	63 48.5%	58 47.5%	73 59.3%				588 49.5%	
Undocumented Aliens %	0 0.0%	0 0.0%	0 0.0%	0 0.0%	1 0.6%	0 0.0%	0 0.0%	0 0.0%	1 0.8%				2 0.2%	Note: UA code eff 08/01/01
TOTAL DENIALS	124	110	142	137	172	128	130	122	123				1,188	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household %	85 79.4%	90 90.0%	121 91.7%	115 91.3%	133 86.4%	94 84.7%	100 87.0%	103 91.2%	90 84.1%				931 87.4%	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
2 Member Household %	18 16.8%	10 10.0%	11 8.3%	11 8.7%	19 12.3%	17 15.3%	15 13.0%	9 8.0%	17 15.9%				127 11.9%	
3 or > Member Household %	4 3.7%	0 0.0%	0 0.0%	0 0.0%	2 1.3%	0 0.0%	0 0.0%	1 0.9%	0 0.0%				7 0.7%	Households pending other payors are not included.
TOTAL HOUSEHOLDS DENIED	107	100	132	126	154	111	115	113	107				1,065	
PENDING APPLICATIONS														
Pending documentation	95	83	123	136	89	101	92	119	74				101	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	19	10	30	14	22	20	14	23	20				20	
SSI-SSID	64	57	45	63	46	46	49	63	61				61	
Other Payor	55	40	70	50	87	77	63	70	65				65	

**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
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
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
% of PY	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
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
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
% of PY	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
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
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
% of PY	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
Pend	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899	923	945	12,802	1,067
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
% of PY	95%	96%	96%	93%	101%	93%	83%	73%	65%	70%	75%	79%	85%	85%
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
Pend	932	921	922	964	981	1,014	1,052	1,028	1,039	1,060	1,070	1,076	12,059	1,005
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
% of PY	76%	74%	73%	76%	74%	84%	95%	110%	126%	114%	107%	103%	90%	90%
2022														
NCHD	3,781	3,711	3,738	3,755	3,805	3,869	3,910	3,945	4,042				34,556	3,840
Pend	1,093	1,061	1,110	1,113	1,144	1,150	1,147	1,183	1,191				10,192	1,132
Total	4,874	4,772	4,848	4,868	4,949	5,019	5,057	5,128	5,233	-	-	-	44,748	4,972
% of PY	103%	104%	108%	109%	106%	103%	101%	100%	101%	0%	0%	0%	77%	102%



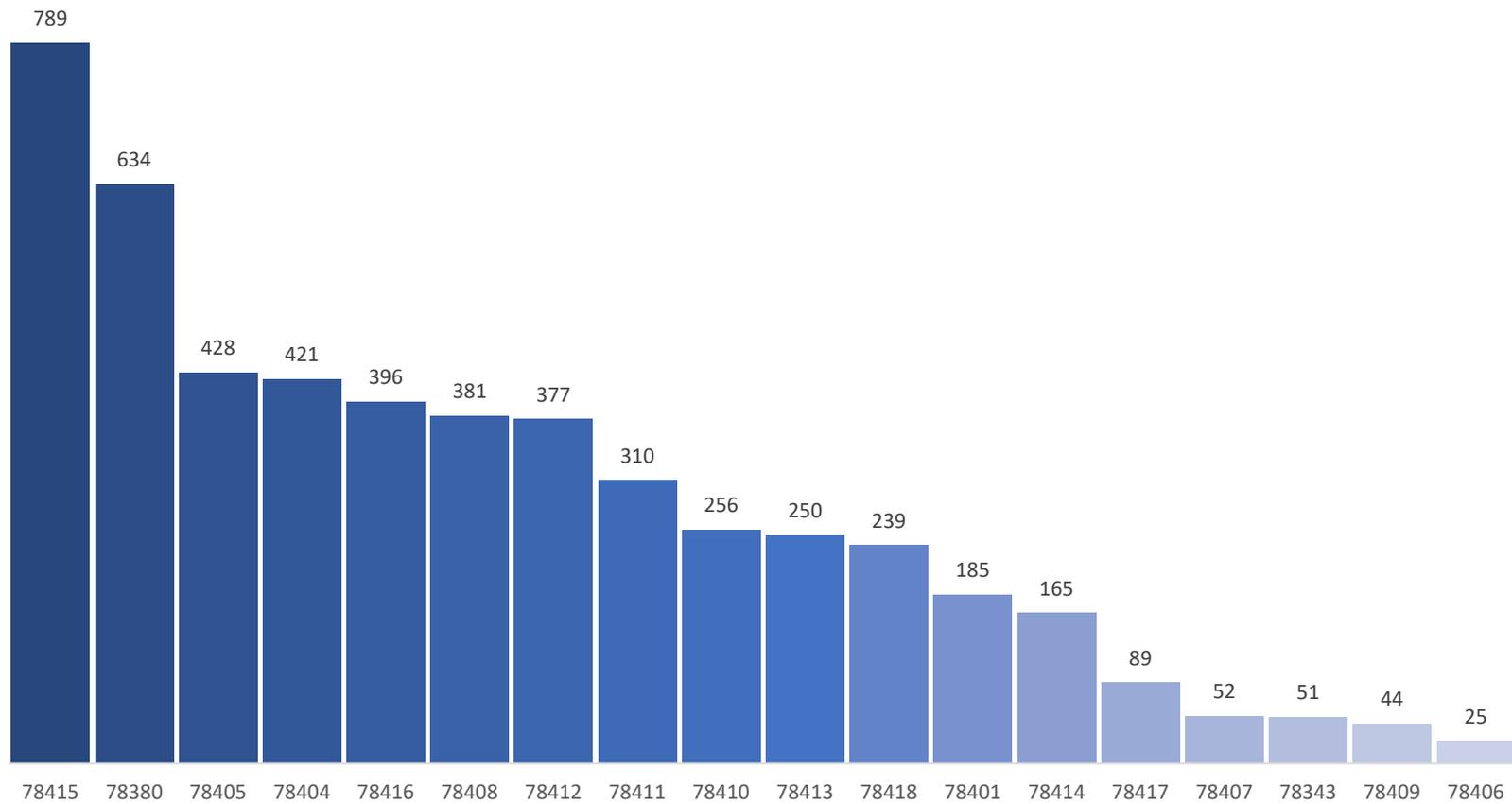
**Annual Comparative Enrollment Report
Calendar Year 2022**

Month	Enrollment		Increase/(Decrease)	
	2022	2021	%	Enrollees
Jan	4,874	4,738	2.87%	136
Feb	4,772	4,599	3.76%	173
Mar	4,848	4,489	8.00%	359
Apr	4,868	4,485	8.54%	383
May	4,949	4,648	6.48%	301
Jun	5,019	4,866	3.14%	153
Jul	5,057	5,005	1.04%	52
Aug	5,128	5,108	0.39%	20
Sep	5,233	5,181	1.00%	52
Oct				
Nov				
Dec				



Nueces County Hospital District

Enrollment by Zipcode as of September 2022

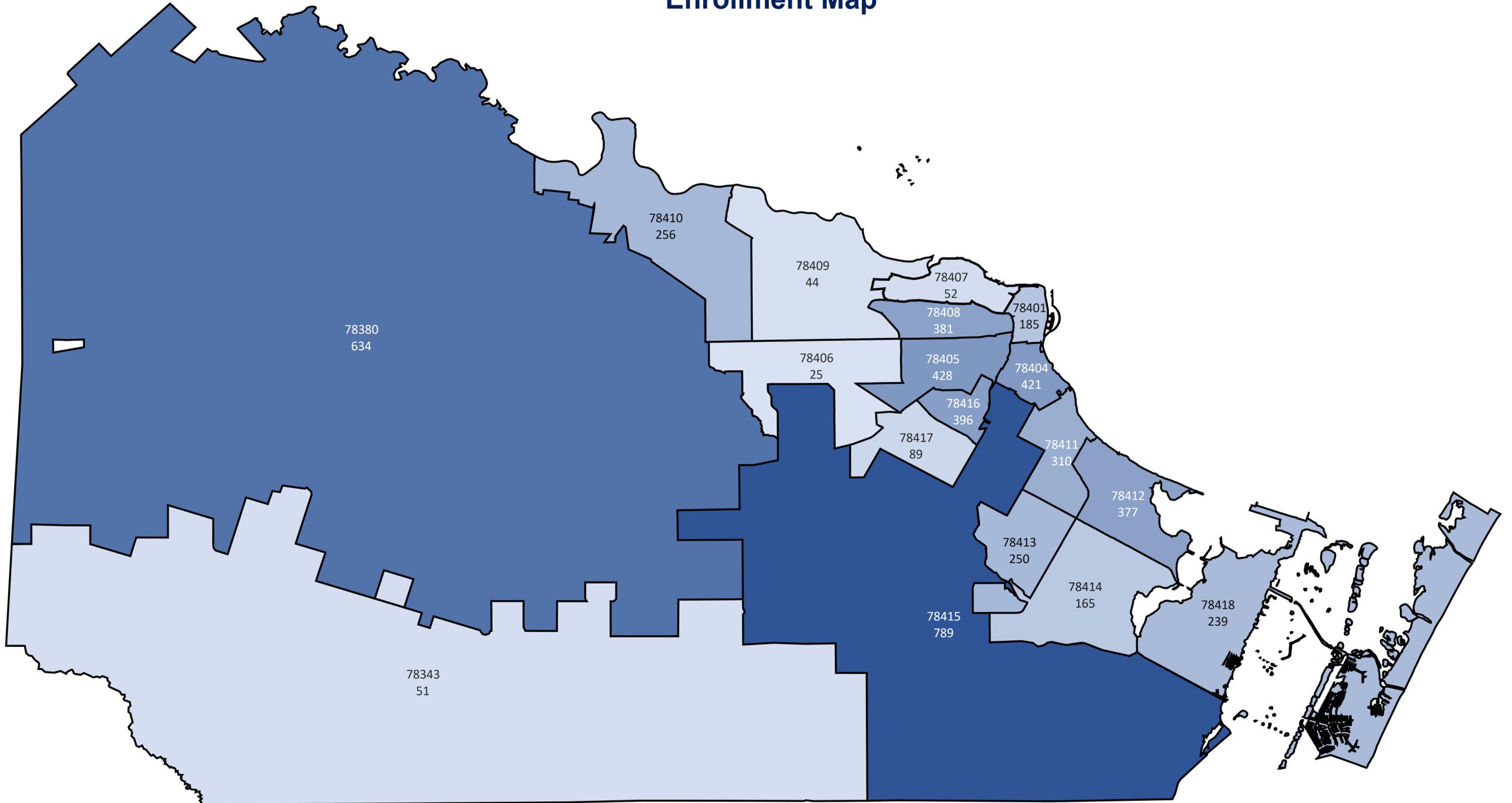


**Nueces County Hospital District
Enrollment by Zip Code
As of 9/30/2022**

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	789	15%
78380	Robstown	634	12%
78405	CC:19th to Port Ave to Agnes, includes HPG	428	8%
78404	CC:Six Points	421	8%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	396	8%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	381	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	377	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	310	6%
78410	CC:Annville and Calallen	256	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	250	5%
78418	CC:Flour Bluff	239	5%
78401	CC:Downtown and Cargo Docks	185	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	165	3%
78417	CC:Old Brownsville to Ayers to Saratoga	89	2%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	52	1%
78343	Bishop + FM 665 to CR 107 W to CR 57E	51	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	44	1%
78406	CC: Clarkwood and San Juan	25	0%
	Subtotal	5,092	97%
	Total	5,233	



Nueces County Hospital District Enrollment Map





FEMA

October 6, 2022

W. Nim Kidd, MPA, CEM Chief, Texas
Division of Emergency Management Vice
Chancellor - The Texas A&M University
System 1033 La Posada Drive Austin, TX
78752

Jonny Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N Carancahua, Suite 950
Corpus Christi, TX 78401

Re: Determination Memorandum –Request for Public Assistance/Project Number 674808,
Nueces County Hospital District, PA ID 355-UONZ4-00, FEMA-4485-DR-TX

Dear Chief Kidd and Jonny Hipp:

This letter concerns a Determination Memorandum dated September 7, 2022, which notified the Nueces County Hospital District (Applicant) that it was not eligible to receive assistance from the U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA).

Since the above-referenced Determination Memorandum was issued, FEMA discovered additional information that needs to be provided to the applicant to explain the eligibility determination.

Because of the need to provide additional information, FEMA is rescinding the subject Determination Memorandum. FEMA will then issue a more complete Determination Memorandum identifying all applicable policies involved with the determination.

This decision does not affect the Applicant’s right to appeal the outcome of any subsequent determination. Additionally, since additional information is being provided for the Applicant’s review, the 60-day regulatory timeframe for appeals will be based on the issuance date of the updated Determination Memorandum.

Sincerely,

Donald Simko
Public Assistance Branch Chief, Recovery Division
FEMA Region 6



FEMA

Region VI – Recovery

October 18, 2022

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management Vice Chancellor - The Texas
A&M University System 1033 La Posada Drive
Austin, TX 78752

Jonny Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N Carancahua, Suite 950
Corpus Christi, TX 78401

Re: FEMA Public Assistance Eligibility Determination – Nueces County Hospital District, PA
ID 355-UONZ4-00, FEMA-4485-DR-TX

Dear Chief Kidd and Jonny Hipp:

The Department of Homeland Security’s Federal Emergency Management Agency (FEMA) has determined that the project is ineligible for Public Assistance (PA) funding. Please see the enclosed Determination Memorandum for detailed information.

Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and applicable regulations, Nueces County Hospital District (Applicant) is entitled to appeal this eligibility determination.¹ The Applicant may appeal this determination to the FEMA Region VI Regional Administrator pursuant to Title 44 of the Code of Federal Regulations § 206.206. The appeal may be submitted electronically via the FEMA Grants Portal/Grants Manager System (GM).² It must: (1) contain documented justification supporting the Applicant’s position, (2) specify the monetary figure in dispute, and (3) cite the provisions in federal law, regulation, or policy with which the Applicant believes the initial action was inconsistent.

The Applicant must submit the appeal to the Texas Division of Emergency Management (Recipient) within 60 days of the Applicant’s receipt of this letter. The Recipient’s transmittal of that appeal, with recommendation, is required to be submitted to my office within 60 days of receipt of the Applicant’s appeal.

¹ See Robert T. Stafford Disaster Relief and Emergency Assistance Act § 423, 42 U.S.C. § 5189a (2018), Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.206 (2021) and FEMA Public Assistance Appeals and Arbitration Policy FP 104-22-0001 for a full description of appeal rights and requirements.

² For further guidance on submitting an appeal through GM, please see Appeals Grants Portal (GP) Training.

If an appeal is submitted electronically in GM, the Applicant should select all relevant supporting documentation associated with this Project, Damage Inventory or Applicant Profile and upload any additional supporting documentation not already in GM. If the Applicant does not submit its appeal electronically, it must submit all relevant supporting information with its first appeal. For reference, a current index of documents relevant to this determination is enclosed.

If the Applicant elects not to submit an appeal within 60 days of the issuance of this determination, this decision is the final agency determination on the matter, and the Applicant will no longer be able to appeal or arbitrate the matter. If you have questions, please contact Donald Simko, Public Assistance Branch Chief Recovery Division at (940) 591-2712.

Sincerely,

Donald Simko
Public Assistance Branch Chief, Recovery Division
Federal Emergency Management Agency
FEMA Region VI

Enclosures:
FEMA PA Eligibility Determination Memorandum
Index of Documents

ELIGIBILITY DETERMINATION MEMORANDUM

Nueces County Hospital District

FEMA-4485-DR-TX

PA ID 355-UONZ4-00

Applicant Type		<input type="checkbox"/> State Agency	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Tribe	<input type="checkbox"/> Private Nonprofit
Grants Manager:			EMMIE		
Project No.	674808	EMMIE Project Worksheet No.			
Version No.	0	Version No.			
Damage Inventory No.	1232890	EMMIE Project Cost			
		Total Amount Obligated			
Project Title:		Emergency Protective Measures			
Project Size	<input checked="" type="checkbox"/> Large <input type="checkbox"/> Small	Category of Work	B – Emergency Protective Measures		
Issue(s):					
Amount at Issue	\$503,127.00	Eligibility Issue Type(s)	<input type="checkbox"/> Applicant Eligibility		
Amount Denied	\$503,127.00		<input type="checkbox"/> Facility Eligibility		
			<input checked="" type="checkbox"/> Work Eligibility		
			<input checked="" type="checkbox"/> Cost Eligibility		
Issue Keyword(s)	Ineligible Work & Cost				

Project Description:

The coronavirus (COVID-19) pandemic resulted in a major disaster declaration (DR-4485-TX) on March 25, 2020, for the State of Texas, during the incident period of January 20, 2020, to July 1, 2022. As a result of the COVID-19 pandemic, Nueces County Hospital District (NCHD) (Applicant), is requesting funding under the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program for contract costs associated with consulting, project management, data, analytics, and strategic planning for a total cost of \$503,127.00.

Issue:

Are the contract costs associated with consulting, project management, data, analytics, and strategic planning eligible under FEMA’s Public Assistance Program?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Stafford Act), 42 U.S.C. § 5121 et seq. (2019):

Stafford Act § 403(a)(3)(I)

Federal agencies may on the direction of the President, provide assistance essential to meeting immediate threats to life and property resulting from a major disaster.

(a) In General - Federal agencies may on the direction of the President, provide assistance essential to meeting immediate threats to life and property resulting from a major disaster, as follows:

(3) Work and Services to Save Lives and Protect Property - Performing on public or private lands or waters any work or services essential to saving lives and protecting and preserving property or public health and safety, including -

(I) reduction of immediate threats to life, property, and public health and safety;
and

- Title 44 of the Code of Federal Regulations (C.F.R.) (2019):

44 C.F.R. § 206.225(a)(1)(3)

(a) General.

(1) Emergency protective measures to save lives, to protect public health and safety, and to protect improved property are eligible.

(3) In order to be eligible, emergency protective measures must:

- (i) Eliminate or lessen immediate threats to live, public health or safety; or
- (ii) Eliminate or lessen immediate threats of significant additional damage to improved public or private property through measures which are cost effective

- FEMA Policy:

Public Assistance Program and Policy Guide FP 104-009-2 (PAPPG) (Apr. 2018)

PAPPG, at 19, 42-43, 57-58

1. Result of Declared Incident

The Applicant is responsible for showing that work is required:

- Due to an immediate threat resulting from the declared incident (for Emergency Work);
or
- To address damage caused by the declared incident.

VI. Emergency Work Eligibility

FEMA is authorized to provide PA funding for Emergency Work, including emergency protective measures and debris removal. Emergency Work is that which must be done immediately to:

- Save lives;
- Protect public health and safety;
- Protect improved property; or
- Eliminate or lessen an immediate threat of additional damage.

“Immediate threat” is the threat of additional damage or destruction from an incident that can reasonably be expected to occur within 5 years of the declared incident.

B. Emergency Protective Measures (Category B)

Emergency protective measures conducted before, during, and after an incident are eligible if the measures:

- Eliminate or lessen immediate threats to lives, public health, or safety; OR
- Eliminate or lessen immediate threats of significant additional damage to improved public or private property in a cost-effective manner.

FEMA may require certification by Federal, State, Territorial, Tribal, or local government officials that a threat exists, including:

- Identification and evaluation of the threat
- Recommendations of the work necessary to cope with the threat

Saving Lives and Protecting Public Health and Safety

The following is a list of emergency protective measures and costs that are eligible. These actions save lives or protect public health or safety. This list is not all-inclusive. Some of these actions are discussed in detail below.

- Transporting and pre-positioning equipment and other resources for response
- Flood fighting
- Emergency Operation Center (EOC)-related costs
- Emergency access
- Supplies and commodities
- Medical care and transport
- Evacuation and sheltering, including that provided by another State or Tribal government
- Childcare
- Safety inspections
- Animal carcass removal
- Demolition of structures
- Search and rescue to locate survivors, household pets, and service animals requiring assistance
- Fire fighting
- Security, such as barricades, fencing, or law enforcement
- Use or lease of temporary generators for facilities that provide essential community services

- Dissemination of information to the public to provide warnings and guidance about health and safety hazards using various strategies, such as flyers, public service announcements, or newspaper campaigns
- Searching to locate and recover human remains
- Storage and interment of unidentified human remains
- Mass mortuary services

Coronavirus (COVID-19) Pandemic: Safe Opening and Operation Work Eligible for Public Assistance (Interim) FEMA Policy 104-21-0003, Version 2, April 5, 2021

This interim policy supersedes version 1 of the Coronavirus (COVID-19) Pandemic: Safe Opening and Operation Work Eligible for Public Assistance (Interim) published on April 5, 2021 and extends the applicable period of eligibility to the beginning of the incident period and the period of 100 percent federal cost share from the beginning of the incident period to December 31, 2021.

C. Work Eligibility

Outcome: To establish parameters for eligible safe opening and operation work under COVID-19 declarations.

1. In accordance with Sections 403 and 502 of the Stafford Act, emergency protective measures necessary to save lives and protect public health and safety may be reimbursed under the PA program.
2. All work must be required as a direct result of the emergency or major disaster in accordance with 44 CFR § 206.223(a)(1).
3. All work must be done in accordance with CDC guidance or that of an appropriate public health official available at the time the work was completed.
4. Safe Opening and Operation work performed from the beginning of the incident period:
 - a. FEMA may provide assistance to all eligible PA Applicants, including SLTTs and eligible PNPs, for the following measures implemented to facilitate the safe opening and operation of all eligible facilities in response to COVID-19 declared events:
 - i. Purchase and distribution of face masks, including cloth face coverings, and personal protective equipment (PPE).
 - ii. Cleaning and disinfection, including the purchase and provision of necessary supplies and equipment in excess of the Applicant's regularly budgeted costs.
 - iii. COVID-19 diagnostic testing.
 - iv. Screening and temperature scanning, including, but not limited to, the purchase and distribution of hand-held temperature measuring devices or temperature screening equipment.

- v. Acquisition and installation of temporary physical barriers, such as plexiglass barriers and screens/dividers, and signage to support social distancing, such as floor decals.
- vi. Purchase and storage of PPE and other supplies listed in this section should be based on projected needs for the safe opening and operation of the facility.

Coronavirus (COVID-19) Pandemic: Medical Care Eligible for Public Assistance (Interim)
FEMA Policy 104-21-0004, Version 2, May 9, 2020

C. ELIGIBLE MEDICAL CARE WORK AND COSTS

Outcome: To establish parameters for eligible medical care work and costs for COVID-19 declarations.

1. Primary Medical Care Facility.

For medical care provided in a primary medical care facility (as defined in the Definitions section at the end of this document), work must be directly related to the treatment of COVID-19 patients. Work may include both emergency and inpatient treatment of COVID-19 patients; this includes both confirmed and suspected cases of COVID-19. Medical care related to treatment of a non-COVID-19 illness or injury in a primary medical care facility is not eligible. The following medical care activities and associated costs are eligible in primary medical care facilities.

a. Emergency and inpatient clinical care for COVID-19 patients, including, but not limited to:

- i. Emergency medical transport related to COVID-19;
- ii. Triage and medically necessary tests and diagnosis related to COVID-19;
- iii. Necessary medical treatment of COVID-19 patients; and
- iv. Prescription costs related to COVID-19 treatment.

b. Purchase, lease, and delivery of specialized medical equipment necessary to respond to COVID-19 (equipment purchases are subject to disposition requirements)

c. Purchase and delivery of Personal Protective Equipment (PPE),⁴ durable medical equipment, and consumable medical supplies necessary to respond to COVID-19 (supply purchases are subject to disposition requirements⁵);

- i. This includes the costs of eligible SLTT government Applicants providing PPE to any public or private medical care facility that treats COVID-19 patients.

d. Medical waste disposal related to COVID-19; and

e. Certain labor costs associated with medical staff providing treatment to COVID-19 patients may be eligible as outlined below. Any labor costs for medical staff that are included in patient billing and/or otherwise covered by another funding source (as described in **Section D.4 Duplication of Benefits** of this policy) are not eligible for PA. Otherwise, the following labor costs may be eligible:

- i. Overtime for budgeted medical staff providing treatment to COVID-19 patients;
- ii. Straight time and overtime for temporary medical staff providing treatment to COVID-19 patients; and
- iii. Straight time, overtime, and other necessary costs for contract medical staff providing treatment to COVID-19 patients. Work and associated costs must be consistent with the scope of the contract and may include costs for travel, lodging, and per diem for contract medical staff from outside the local commuting area.

f. For primary medical care facilities, increased operating costs for administrative activities (such as medical billing) are not eligible.

Analysis:

Stafford Act § 403(a)(3)(I) grants FEMA discretionary authority to provide assistance to state and local governments essential to meet immediate threats to life and property resulting from a disaster. Implementing this authority, 44 C.F.R. § 206.225(a) authorizes emergency protective measures necessary to eliminate or lessen immediate threats to life, public health, or safety, as well as threats of significant additional damage to improved property.

Under limited circumstances based on specific criteria, FEMA finds COVID 19 measures eligible for reimbursement when those measures are related to emergency actions to address an immediate threat to life, public health, or safety. The COVID-19 Pandemic Safe Opening and Operations Work Eligible for Public Assistance Interim Policy (Version 2) as well as the COVID-19 Pandemic Medical Care Eligible for Public Assistance Interim Policy (Version 2) provides examples of work eligible for reimbursement.

FEMA is authorized to provide PA funding for specific work required as a result of the incident. 44 C.F.R. § 206.223(a)(1); *PAPPG*, at 19. FEMA is authorized to provide PA funding for Emergency Work that must be done immediately to save lives, protect public health and safety, protect improved property, or eliminate or lessen an immediate threat of additional damage. *PAPPG*, at 42-43. The Applicant cost for Emergency protective measures conducted before, during, and after an incident are eligible if the measures:

- Eliminate or lessen immediate threats to lives, public health, or safety; OR
- Eliminate or lessen immediate threats of significant additional damage to improved public or private property in a cost-effective manner. *PAPPG*, at 57.

Here, the Applicant is requesting reimbursement in the total amount of \$ 503,127.00 for contract costs associated with consulting, project management, data, analytics, and strategic planning.

The Applicant has contract agreements with two organizations, Texas Health Institute (THI) and Accenture, LLP. The contract between THI and NCHD is for the amount of \$118,127.00 and the contract between NCHD and Accenture, LLP is for the amount of \$385,000.00. The contract between THI and NCHD states that THI provides health equity project management and subject matter expertise. It also states that the Applicant will be separately contracting Accenture, LLP to develop an online dashboard and provide data specifically to assist in determining Nueces County social determinants of health and COVID-19 impacts. The Applicant has not demonstrated that these services are specifically related to eligible emergency work to eliminate or lessen immediate threat to lives, public health and safety. The described costs and work are considered ineligible and are not considered eligible emergency protective measures under statutory and regulatory authorities and policy. Therefore, the Applicant’s request for funding totaling \$503,127.00 is denied.

Eligibility Determination: Partially Approved Denied

The Applicant’s request for PA funding for the costs associated with consulting, project management, data, analytics, and strategic planning is denied because it is not eligible emergency protective measures.

Preparation and Review

Preparer: Shana Miles, Determination Memorandum Analyst

Signature: _____

Date: _____

Approval:

PA Management: Donald Simko, Public Assistance Branch Chief

Signature: _____

Date: _____

Document Index:

Document Description	File Name
Contract Summary	Contract Invoice Summary Record
CRC Cost Validation Summary	CRC FEMA Cost Validation Summary
Applicant and Texas Health Institute Contract	NCHD – THI Contract & Amendments

COVID-19 Policy	COVID-19 Medical Care Eligible for Public Assistance (version 2) Interim Policy.pdf
COVID-19 Policy	COVID-19 Pandemic Safe Opening and Operation Work Eligible for Public Assistance Interim Policy (Version 2).9.8.21. signed

SUPPLEMENTAL AGREEMENT NO. 1

NUECES COUNTY HOSPITAL DISTRICT AND HAGERTY CONSULTING, INC.

WHEREAS, on April 01, 2022, the Nueces County Hospital District (herein “Hospital District”) and Hagerty Consulting, Inc. (herein “Contractor”) entered into an agreement for professional services related to FEMA Public Assistance Program Grant Management, (herein “Agreement”) and

WHEREAS, the Agreement between the Hospital District and Contractor is for a term of two years, from April 01, 2022 to March 31, 2024; and

WHEREAS, the Agreement provided that the amount of compensation payable as a Not To Exceed amount of \$50,000.00 and

WHEREAS, the Hospital District and the Contractor recognize that the services originally anticipated are going to be greater than expected and realize that the original amount of compensation provided under the Agreement will need to be increased; and

WHEREAS, the Hospital District and the Contractor now wish to increase the NTE amount of compensation payable under the Agreement by an additional amount of \$50,000.

NOW THEREFORE, County and Contractor in consideration of the mutual agreements contained in the original Agreement, and additional Compensation provided pursuant to this supplemental agreement do hereby mutually agree to the following:

1. To strike the first sentence in 4.1 of the original Agreement and replace it with the following:

The maximum amount payable under this Agreement is a Not-To-Exceed (NTE) amount of \$100,000 (one hundred thousand dollars) unless modified as provided in Article 10-Supplemental Agreements.

2. That all other terms of the Agreement shall remain in effect and are not changed.

IN WITNESS WHEREOF, Nueces County Hospital District and Hagerty Consulting, Inc. have executed these presents.

WITNESS our hand on this _____ day of _____, 2022.

NUECES COUNTY HOSPITAL DISTRICT

HAGERTY CONSULTING, INC.

By: _____

Name: Jonny F. Hipp

Title: Administrator/Chief Executive Officer

Date : _____

By: _____

Name: _____

Title: _____

Date: _____

**Attachment D
Work Authorization NO. 2**

This work authorization is issued in accordance with the Services Contract, dated _____ between the Nueces County Hospital District and Hagerty Consulting, Inc. and supersedes Work Authorization No. 1.

Work Task (Services):

Program support and grant management services for FEMA’s Public Assistance program, DR-4485 (COVID-19). Specifically, application development, project award support, and closeout services for costs associated with the Texas Health Institute and Accenture’s Health Equity Study and the Hospital District’s two COVID-19 testing and healthcare services grants, including quarterly reporting, TDEM/FEMA meetings, FEMA/TDEM Request for Information (RFI) responses, and submission of Requests for Reimbursement (RFRs).

Provide guidance, assist in drafting statements, responses , review all documentation pertaining to the Appeal of FEMA decision on the Hospital District’s submission project application for reimbursement. Review Appeal documentation prior to submission to ensure that all requirements for Appeal by FEMA have been thoroughly addressed and supported.

Cost: \$100,000

Deliverables:

Development and submission of a maximum of (2) FEMA project applications for the above referenced costs, in addition to a Category Z application for management costs.

Appeal documents/package for submission to FEMA pertaining to Hospital District project application for reimbursement denied by FEMA.

Completion Date: March 31, 2024

NUECES COUNTY HOSPITAL DISTRICT

HAGERTY CONSULTING, INC

By: _____

By: _____

Name: Jonny F. Hipp

Name: _____

Title: Administrator/Chief Executive Officer

Title: _____

Date: _____

Date: _____

Jonny F. Hipp (NCHD)

From: Aidee Hernandez <aidee.hernandez@nuecesco.com>
Sent: Tuesday, September 6, 2022 6:20 PM
To: Jonny F. Hipp (NCHD)
Cc: Belinda Chism (NCHD)
Subject: Request budget increase \$67,000 for medical expenses.

Importance: High

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

Jonny:

I respectfully request a budget increase for the juvenile department of \$67,000 for Medical Health expenses. The current annual budget is \$407,000. If the Hospital District approves this request, the budget for FY 2022-23 will be \$474,000.

I appreciate your assistance in this matter.

Aidee Hernandez, MBA

Commissioners Court Manager
Nueces County
Email : aidee.hernandez@nuecesco.com

By: _____

.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the operation of certain health care provider participation programs in this state.

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

SECTION 1. Subtitle D, Title 4, Health and Safety Code, is amended by adding Chapter 300B to read as follows:

CHAPTER 300B. PROVISIONS GENERALLY APPLICABLE TO HEALTH CARE PROVIDER PARTICIPATION PROGRAMS

Sec. 300B.0001. DEFINITION. In this chapter, "qualifying local government" means a county health care funding district established under Chapter 288, a health care provider participation district created under Chapter 300A, or a county, a municipality, or a hospital district, and to which this chapter applies under Section 300B.0002.

Sec. 300B.0002. APPLICABILITY. (a) This chapter applies only to a qualifying local government that is participating in a health care provider participation program authorized by another chapter of this subtitle.

(b) A qualifying local government may elect to use the provisions of this chapter, only for the health care provider participation program which the qualifying local government

administers, but is not required to do so.

(c) All changes made by a qualifying local government under this chapter, before taking effect, must be approved using the processes established by the specific subchapter of the Texas Health and Safety Code authorizing the qualifying local government's health care provider participation fund to set a mandatory payment rate, including any corresponding local notice and hearing requirements concerning such rate settings.

Sec. 300B.0003. POPULATION REQUIREMENTS. Population references in chapters of the Texas Health and Safety Code that authorized qualifying local governments to create a health care provider participation program refer to the authority to create a health care provider participation program and not the authority to administer and operate a health care provider participation program. If the population of a qualifying local government based on a subsequent federal decennial census exceeds limits in the chapter authorizing the qualifying local government to create a health care provider participation program, the authority of the qualifying local government to continue to administer and operate a previously created health care provider participation program is unchanged.

Sec. 300B.0004. ASSESSMENT BASIS. (a) The governing body of a qualifying local government may require mandatory payments to be assessed against each institutional health care provider located in the qualifying local government on the basis of either:

(1) the mandatory payment basis that is expressly established by the specific subchapter of the Texas Health and Safety Code authorizing the qualifying local government's health care provider participation fund to set a mandatory payment rate; or

(2) any other basis permitted by 42 U.S.C. Section 1396b(w)(3), except that nothing in this section authorizes a bed

tax or any other tax under Texas law.

(b) This section does not otherwise alter or expand the authority of a qualifying local government to assess or use mandatory payments.

(c) The aggregate amount of the mandatory payments required of all paying providers in the qualifying local government's health care provider participation program may not exceed six percent of the aggregate net patient revenue from hospital services provided in the qualifying local government's jurisdiction..

Sec. 300B.0005. ADDITIONAL REPORTING. The governing body of a qualifying local government that is unable to assess mandatory payments in a manner consistent with the requirements of 42 U.S.C. Section 1396b(w) and 42 C.F.R. Section 433.68 using information reported to the governing body by an institutional health care provider may require the institutional health care provider to submit additional information to the governing body if necessary to ensure mandatory payments are assessed in a manner consistent with those requirements.

Sec. 300B.0006. REQUEST FOR CERTAIN RELIEF. (a) The governing body of a qualifying local government may request that the Health and Human Services Commission submit a request to the Centers for Medicare and Medicaid Services for relief under 42 C.F.R. Section 433.72 to assure efficient administration, transparency, and federal compliance.

(b) If the request for relief is granted by the Centers for Medicare and Medicaid Services, the governing body of the qualifying local government may act in compliance with the terms of such relief, notwithstanding provisions of this subtitle or other law that otherwise would require mandatory payments be uniform and broad based.

Sec. 300B.0007. EXTENSION OF EXPIRATION DATE. (a) All references to "2023" are hereby changed to "2025" in the following sections of the Health and Safety Code:

(1) Section 292C.004;

(2) Section 298E.004; and

(3) Section 299.004.

(b) All references to "2023" are hereby changed to "2027" in the following sections of the Health and Safety Code:

(1) Section 298F.004; and

(2) Section 298G.

Sec. 300B.0008. INTEREST AND PENALTIES. A qualifying local government may impose and collect interest charges and penalties on delinquent mandatory payments imposed under a health care provider participation program authorized by that qualifying local government in amounts up to the maximum authorized for any other delinquent payment required to be made to the qualifying local government.

SECTION 2. Subsection (2) of Section 300.0003, Health and Safety Code, is amended to strike paragraph (B).

SECTION 3. Section 300.0155, Health and Safety Code, is amended to read as follows:

Sec. 300.0155. EXPIRATION OF AUTHORITY. (a) The authority of a local government to administer and operate a program under this chapter expires on September 1 following the second anniversary of the date the governing body of the local government adopted the order or ordinance authorizing the local government to participate in the program as provided by Section 300.0004.

(b) Subsection (a) of this section applies only when a local government has the authority to create a health care provider participation program under another chapter of this subtitle, regardless of whether a local government has exercised such

authority.

SECTION 4. Chapter 300A, Health and Safety Code, is amended to strike Section 300A.0155.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.



Nueces County Hospital District

Administrative Offices

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

Office: (361) 808-3300

Fax: (361) 808-3274

www.nchdcc.org

September 26, 2022

Ms. Carol Scott
Carol Scott Public Relations
338 Bermuda Place
Corpus Christi, Texas 78411

Re: Agreement of Nueces County Hospital District and Carol Scott Public Relations

Dear Ms. Scott:

This letter shall constitute the agreement between the Nueces County Hospital District (herein after "Hospital District") a political subdivision of the State of Texas and Carol Scott Public Relations (herein after "Carol Scott") for personal services as follows:

TERM: The term of the agreement shall commence on September 20, 2022 and terminate on the close of business on March 31, 2023.

SCOPE OF SERVICES: Carol Scott shall be responsible for providing and delivering a public messaging and awareness services campaign regarding the demolition of Christus Spohn Memorial Hospital (formerly "MEMORIAL HOSPITAL") facilities located at 2606 Hospital Boulevard, Corpus Christi, Texas 78404. Carol Scott shall be responsible for:

- Client services, planning and coordination of the news conference with NCHD staff and leadership
- Planning and coordination with Christus Spohn staff
- Messaging including talking points for both the news conference as well as possible follow-up interview prep
- Expenses for tent, seating, sound system, beverages
- Follow-up and media monitoring after the event

all such services are subject to the prior written approval of the Hospital District before incurring material expenses, sending out for production or release to the public.

COMPENSATION: The Hospital District agrees to pay Carol Scott for services hereunder at the rate of \$ 250.00 per hour for plus the cost of materials expended by Carol Scott in the provision of the services under the Agreement. The parties agree that the total maximum amount to be paid by the Hospital District under this agreement, inclusive of Carol Scott's hourly rate and the cost of materials, shall not exceed \$ 25,000.00.

PAYMENT REQUEST: Invoices shall be submitted to the Hospital District on a monthly basis, on or before the 10th day of each month beginning on the 10th day of the month following the commencement day of the Agreement. Invoices shall contain sufficient detail to enable Hospital District to review the invoice for compliance for services performed plus supporting documents for cost of material invoiced.

When requested by Hospital District, Carol Scott shall provide additional information supporting/detailing items invoiced

Hospital District shall remit payment within 30 days of receipt of invoice to the address provided herein for Carol Scott.

The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

NOTICE: All requests, replies, notices, or demands under this Agreement shall be in writing and shall be sent by registered or certified United States Mail or by a recognized commercial carrier or delivery service as follows:

To: CAROL SCOTT

Carol Scott
Carol Scott Public Relations
338 Bermuda Place
Corpus Christi, Texas 78411

To: HOSPITAL DISTRICT

Jonny F. Hipp, Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua St., Suite 950
Corpus Christi, Texas 78401

All notices herein shall be effective on the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above, or on the date of receipt of such notice (whether by mail, courier, hand delivery, or otherwise) whichever is the earlier date of receipt.

TERMINATION. This Agreement may be terminated by a Party at any time for the Party's own convenience, at Party's sole discretion, and without cause upon fourteen (14) calendar days' notice as provided herein.

NO SUBCONTRACTING OR ASSIGNMENT: Carol Scott shall not subcontract or assign this agreement or any part of this agreement without the prior written consent of the Hospital District.

INSURANCE: Each party to this Agreement shall be responsible for providing, at its sole cost and expense commercial or other similarly performing insurance providing general liability, automobile, worker's compensation and professional liability coverages.

LIABILITY: Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the provision of services by any other Party.

AMENDMENTS: This Agreement may only be revised, modified or amended by written agreement of the parties signed by an authorized representative of each party.

PREVAILING LAW AND VENUE: The entirety of this Letter Agreement shall be governed in accordance with the prevailing laws of the State of Texas. Venue shall be in a court of competent jurisdiction in Nueces County, Texas.

CAPTIONS AND HEADINGS: The captions and headings used herein are for convenience only and do not limit the Contents of this Agreement.

ENTIRE AGREEMENT: This agreement shall constitute the entire agreement of the Parties and supersedes all prior and contemporaneous representations, statements, understandings,

negotiations, and agreements, either oral or in writing between the Parties hereto with respect to the subject matter herein.

AGREED, SIGNED and ENTERED by the duly authorized officers of Nueces County Hospital District and Carol Scott Public Relations.

NUECES COUNTY HOSPITAL DISTRICT

CAROL SCOTT PUBLIC RELATIONS

By: Jonny F. Hipp
Jonny F. Hipp
Administrator/Chief Executive Officer
Date: 10/03/2022

By: Carol Scott
Carol Scott
Title: OWNER
Date: 9/28/2022

The above terms and conditions will constitute the agreement between the Hospital District and yourself for your services as described. If you have no questions or objections to any of the provisions, please execute the agreement as indicated above.

Sincerely,

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

negotiations, and agreements, either oral or in writing between the Parties hereto with respect to the subject matter herein.

AGREED, SIGNED and ENTERED by the duly authorized officers of Nueces County Hospital District and Carol Scott Public Relations.

NUECES COUNTY HOSPITAL DISTRICT

CAROL SCOTT PUBLIC RELATIONS

By: Jonny F. Hipp
Jonny F. Hipp
Administrator/Chief Executive Officer
Date: 10/03/2022

By: _____
Carol Scott
Title: _____
Date: _____

The above terms and conditions will constitute the agreement between the Hospital District and yourself for your services as described. If you have no questions or objections to any of the provisions, please execute the agreement as indicated above.

Sincerely,



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

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

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

WITNESSETH

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

WHEREAS, the NCMHID is a unit of local government and is designated as the Local Mental Health Authority (LMHA) for Nueces County whose primary purpose is to provide mental health services in the community. NCMHID has previously organized, operated, and directed local programs relating to the diversion of persons from jails or other detention facilities for the purpose of providing mental health services. These programs also included services for associated substance abuse issues, crisis services and jail diversion, magistrate courts orders and pre-trial diversion, local competency restoration, and other similar and related programs;

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

WHEREAS, the County and NCMHID have requested that the NCHD fund certain mental health-related programs to be provided by or through the NCMHID relating to diversion of persons from jails or other detention facilities, including Crisis Intervention Teams (CIT), Jail Diversion (JD), expansion of Mobile Crisis Outreach Team (MCOT), Jail-Based Competency Restoration (JBCR), Walk-In Crisis (WIC) clinic and Forensic Assertive Community Treatment (FACT) Team for the purpose of providing mental health services, including services for associated substance abuse issues, and

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

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

SECTION I
DEFINITION OF TERMS

- 1.1. Terms Stated Above. For the purposes of the Agreement, the terms “Agreement,” “County,” “NCMHID,” and “NCHD” shall have the meanings indicated above.
- 1.2. Additional Terms. For purposes of this Agreement, the following terms shall have the meanings assigned below:
 - 1.2.1. “Pre-Booking Diversion” means programs/services and practices that can occur at any point in the criminal justice system before a person is booked into a detention facility and relies heavily on effective interactions between police and community mental health and substance use disorder treatment providers.
 - 1.2.2. “Post-Booking Diversion” means programs/services that are used to identify and divert people who have behavioral health needs after they have been booked into jail. Post-booking diversion interventions are typically led by either the courts or jails.
 - 1.2.3. “Jail Diversion” is defined as those programs/services that divert individuals with serious mental illness and/or substance use disorders away from jail and provide links to community-based treatment and support services. May serve individuals in pre- and post- booking diversion.
 - 1.2.4. “Crisis Intervention Team (CIT) program” Provides a mechanism for individuals with involvement with law enforcement to be identified, assessed and diverted into treatment rather than arrest/incarceration. The NCHMID crisis intervention team works with law enforcement, other healthcare professionals and community partners to link individuals coming into contact with law enforcement directly to treatment, access to substance abuse, crisis respite, and intensive outpatient services.
 - 1.2.5. “Mobile Crisis Outreach Team” is defined as clinically staffed mobile treatment teams that provide prompt face-to-face crisis assessment, crisis intervention services, crisis follow-up, and relapse prevention services for individuals in the community. These services shall reach individuals at their place of residence, school and/or other community-based safe locations, 24 hours per day, 365 days per year.
 - 1.2.6. “Walk-in Crisis Services” are defined as immediately accessible services for individuals ready access to psychiatric assessment and treatment for new individuals with urgent needs, and access to same-day psychiatric assessment and treatment for existing individuals within the system with urgent needs. Walk-in crisis services are designed to be intensive and time-limited, and are provided until the crisis is resolved or the person is referred to another level of care.
 - 1.2.7. “Forensic Assertive Community Treatment (FACT)” is a service delivery model intended for individuals with serious mental illness (SMI) who are involved with the

criminal justice system. These individuals may have co-occurring substance use and physical health disorders. FACT eligibility is defined as having three or more jail detentions in a calendar year.

- 1.2.8. “Jail-Based Competency Restoration Services” means services to restore the competency to stand trial to an individual found by a court to be incompetent to do so due to an active mental illness or an intellectual disability.
- 1.2.9. “Cloud9 Telehealth Platform” is defined as virtual service platform that connects designated CIT officers, emergency rooms, and other community collaborators to designated crisis clinicians for the purpose of providing virtual co-response to individuals in mental health crisis calls. It allows for delivery of remote care to individuals in crisis, connecting mental healthcare teams via telehealth data and communications for more efficient ongoing treatment services. It also provides data analytics for evidence-based collaborative care.
- 1.2.10. “Sheriff” means Nueces County Sheriff and/or employees of the Nueces County Sheriff’s department.
- 1.2.11. “Nueces County Department of Mental Health Programs (NCMHP)” means Director of Mental Health Programs or any employee of the Nueces County Department of Mental Health Programs department.
- 1.2.12. “Participant” means an individual in contact with the justice or law enforcement systems that has consented to, is enrolled in and is receiving or has received one or more of the Services.
- 1.2.13. “Services” means Pre-Booking Jail Diversion, Crisis Intervention Team and Mobile Crisis Outreach Team (In-person or virtual), and a Walk-In Crisis Clinic. As well as, Post-Booking Jail Diversion that includes, Forensic Assertive Community Treatment Services, and Jail-Based Competency Restoration Services, provided by NCMHID under this Agreement.
- 1.2.14. “Agreement Sum” means the amount not to exceed Three Million Eighteen Thousand Dollars (\$3,018,000.00) paid under this Agreement by NCHD to NCMHID during the Agreement Term. (Exhibit A)
- 1.2.15. “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's production of Services under this Agreement.
- 1.2.16. “Monthly NCMHID Expense Reimbursement” means the Agreement Sum paid by NCHD to NCMHID as reimbursement for costs over the Term, subject to the limitation set forth in Section 5.13

- 1.2.17. “County Costs or Costs” means the cost or costs incurred by County that are completely attributable to and associated with NCMHID's production of services under this Agreement. Expenses/costs by the County must have written preapproval by NCHD before they are incurred.
- 1.2.18 “Monthly County Expense Reimbursement” means the monthly amount paid by NCHD to County as reimbursement for monthly County Costs over the Term, subject to the limitation set forth in Section 5.13.
- 1.2.19 “Jail Diversion Costs” means the direct cost or costs incurred by NCMHID in providing Jail Diversion services under this agreement.
- 1.2.20 “Crisis Intervention Costs” means the direct cost or costs incurred by NCMHID in providing Crisis Intervention under this Agreement. For purposes of this Subsection, "Crisis Intervention Services Costs includes law enforcement officers and/or law enforcement vehicles related to and associated with NCMHID's use/need of law enforcement Crisis Intervention officers by law enforcement agencies.
- 1.2.21 “Walk-In Crisis Clinic Costs” means direct cost or costs incurred by NCMHID in providing a walk in crisis clinic under this agreement.
- 1.2.22 “Forensic ACT Program Costs” means the direct cost or costs incurred by NCMHID in providing a Forensic ACT Program under this agreement.
- 1.2.23 “Jail-Based Competency Restoration Services Costs” means the direct cost or costs incurred by NCMHID in its provision of Jail-Based Competency Restoration Services under this Agreement.

SECTION II AGREEMENTS OF NUECES COUNTY

County agrees as follows:

- 2.1 Provision of Work Spaces and Facilities for JBCR. To provide, at its sole cost and expense, the necessary work spaces, physical facilities (including a space suitable for a mock-court), resources, and all related public utilities required by NCMHID to provide Jail Based Competency Restoration Services within Nueces County Jail under this Agreement.
- 2.2 Facilitation and Coordination of Services. To assist in facilitation and coordination of interactions between any County Departments and other stakeholders with NCMHID, that NCMHID believes necessary in provision of Services under the Agreement. County through its Nueces County Mental Health Programs department agrees to collaborate with NCMHID, and to include NCMHID and its agents in NCMHP organized planning activities, meetings, and workshops with community partners as related to services being provided by NCMHID. NCMHP acknowledges that it does not represent NCMHID, and acknowledges that NCMHID

reserves the right to represent itself in all commissioner’s court proceedings, NCHD board meetings, planning activities, general meetings, and workshops related to its operations.

- 2.3 Access to County Jail Facilities. The Nueces County Sheriff shall provide NCMHID access to Participant(s) of NCMHID’s services located within the County jail facilities. The Sheriff in his sole discretion may deny access to the County jail(s) should he determine the access to be a security risk.
- 2.4 Data Usage to Measure Improvement of Crisis Programs. A process to openly discuss successes and shortcomings of any program under this agreement. Data in Exhibit C of this agreement should be used for the following objectives:
- To establish baseline performance
 - To avoid use of ineffective solutions
 - To monitor change to ensure improvement over time
 - Limitations and consideration in program development.
 - Key data elements must be provided from stakeholders and collaborative partners outside of MHID. Examples include but are not limited to Nueces County Jail, CCPD and other county law enforcement agencies. Hospital systems (particularly ER’s), the District Attorney’s office, Nueces County Courts, Public Defenders Office, and City Detention Center, among others.
 - Elements of system improvement will necessitate process changes and the formation of collaborative efforts to redesign elements of these systems to realize the full impact of these programs. NCMHID and County Mental Health Programs staff will work together to implement necessary changes in addressing limitations.
- 2.5 Goals. Develop goals (“County Goals”) jointly with NCMHID for each of the Services during the Agreement Term. The County Goals shall include both operational and outcome objectives for each Service and attached hereto as Exhibit B. Goals or deliverables not defined herein will be provided to NCMHID in writing as a contract addendum if not developed and outlined herein at the time of contract execution.

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

NCMHID agrees to provide the following services and data reporting as follows:

- 3.1 Jail Diversion, Crisis Intervention. To provide Jail Diversion and Crisis Intervention Services as requested and defined utilizing all available resources described herein. NCMHID will provide data as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and

coordinated by County with the Corpus Christi Police Department, Nueces County Sherriff's Department, Nueces County Courts, Nueces County District Attorney's Office, City Detention Center, Municipal Courts, Cenikor Recovery Center and NCMHID.

- 3.2 CIT Officers. NCMHID will be responsible for the procurement of CIT officers as needed in the provisions of services funded through this agreement. NCMHID shall submit the expense incurred for the CIT officers in their Expense Reimbursement Request to NCHD which is subject to Section 5.13 herein.
- 3.3 Walk-In Crisis Clinic. To provide a Walk-in Crisis Clinic as defined by utilizing all available resources described herein. NCMHID will provide data to County and NCHD as requested regarding the number of Participants per month, and utilization of resources dedicated to diversionary and crisis intervention services as facilitated and coordinated by the County.
- 3.4 Forensic ACT Program. To provide a Forensic ACT Program as requested and defined utilizing all available resources described herein. NCMHID will provide data to County and NCHD as requested regarding the number of Participants per month to include the number of diversions from incarceration and hospitalization. Further, NCMHID will also provide data on the utilization of resources dedicated to diversionary and crisis intervention services as it pertains to the participants enrolled in the Forensic ACT Program.
- 3.5 Jail-Based Competency Restoration Services. To provide Jail-Based Competency Restoration Services as defined herein utilizing all available resources to treat all individuals eligible while in Nueces County Jail. NCMHID will provide data to County and NCHD as requested regarding the number of Participants per month, and utilization of resources dedicated to Jail Based Competency Restoration services as facilitated and coordinated by the County.
- 3.6 Progress Reports. To submit quarterly reports or other progress periods as requested to County, NCHD and NCMHP describing NCMHID's progress toward accomplishment of the County Goals during the preceding quarter or other progress period as requested. Quarterly reports will include the elements as stated in Exhibit C attached hereto.
- 3.7 Service Utilization Information. To submit quarterly Program-specific information to County and NCHD on each Program's utilization of each Service provided under this agreement during the preceding quarter.
- 3.8 Sustainable Funding. To undertake reasonable efforts to identify and obtain sustainable funding, including private and public grants, for future Services. Provide summaries of grant submissions related to sustaining activities outlined in this agreement to NCHD and the Nueces County Department of Mental Health Programs.
- 3.9 Coverage. Ensure adequate staffing of professional personnel for coverage of each Service.
- 3.10 Expense Reimbursement Request Submission. Not later than the tenth (10th day of each month during the Term), NCMHID shall submit a detailed itemized written invoice to NCHD requesting Monthly NCMHID Expense Reimbursement for each Service provided during the

preceding month (the "NCMHID Payment Request"). The NCMHID Payment Requests shall include a Net NCMHID Costs Schedule as described in Section 3.11 below.

- 3.11 Net NCMHID Costs Schedule. As a part of the NCMHID Payment Request, NCMHID shall provide a sufficiently itemized written schedule, in a form acceptable to NCHD, detailing the monthly NCMHID Costs of each Service; the Schedule shall be net of all associated revenue received by NCMHID for the Services, and any Sustainable Funding received by NCMHID (see Section 3.8 above), and clearly show the resulting difference (the "Net NCMHID Cost Schedule"). When requested by NCHD, NCMHID shall provide detailed supplemental information about any revenues and NCMHID Costs items shown in the Net NCMHID Cost Schedule.
- 3.12 Repayment. In the event the Net NCMHID Cost Schedule shows that the sum of the revenue received under this Agreement by NCMHID from NCHD for the Services, plus any Sustainable Funding received by NCMHID, exceeds the sum of the NCMHID Costs, NCMHID shall remit to NCHD the excess amount within thirty (30) days (the "NCMHID Repayment Amount").
- 3.13 Disputed Net NCMHID Cost Schedule Amounts. After receipt of a written notice from NCHD disputing any Net NCMHID Cost Schedule amount(s), NCMHID will meet in good-faith with NCHD to discuss and resolve any disputed amount(s). In the event the disputed amount(s) cannot be resolved between the two parties within thirty (30) days of NCHD's written notice of disputed amount(s) to NCMHID, then NCMHID shall pay NCHD the NCMHID Repayment Amount and/or remove the disputed amounts, as applicable.
- 3.14 County Jail Access. NCMHID agrees to abide by any security protocols required by the Sheriff when working in the Nueces County Jail(s). The Sheriff, in his sole discretion, may deny access to such jail(s), should he determine the access to be a security risk. NCMHID shall communicate with the County's Director of Mental Health Programs and utilize his assistance as needed regarding any issues involving NCMHID's access to the Nueces County Jail or any other jail related matters as it pertains to services defined in this agreement.
- 3.15 Cooperation. NCMHID agrees to communicate and engage with any County/County Director of Mental Health Programs and NCHD third-party consultants or employees as requested concerning review of the Services provided under the Agreement. NCMHID will act in good faith when consulting, assisting, and cooperating with these consultants and/or employees.

Further, NCMHID agrees to communicate, engage, and provide necessary information to the Nueces County Department of Mental Health Programs for review of service outcomes when requested.

SECTION IV
AGREEMENTS OF NUECES COUNTY HOSPITAL DISTRICT

NCHD agrees as follows:

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

SECTION V
AGREEMENTS BY ALL PARTIES

County, NCMHID, and NCHD agree as follows:

- 5.1 Effective Date, Termination Date, and Term. This Agreement shall begin on October 1, 2022, at 12:01 a.m. (the “Effective Date”) and end on September 30, 2023, at 11:59 p.m. (the “Termination Date”). The term of this Agreement shall be an interval between the Effective Date and Termination Date, inclusive of said Dates (the “Agreement Term”).
- 5.2 Mutual Agreements. The Parties agree to the respective agreements of each Party and Party combinations set forth herein wherever same may be expressed in this Agreement.
- 5.3 County Control. County (to include the County Mental Health Programs Department) exercises no control over NCMHID, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement County through its Director of Mental Health Programs shall facilitate and coordinate County Department and stakeholder collaboration in the provision of Services defined in this agreement with the relevant personnel of and within the work spaces and facilities of the County’s judicial, law enforcement, and jail systems. County exercises no control over NCHD, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that the Nueces County Commissioners Court shall approve the amount NCHD pays to NCMHID for Services during the Agreement Term. This Agreement shall not be construed as creating an employer/employee relationship between County and NCMHID or between County and NCHD.
- 5.4 NCMHID Control. NCMHID exercises no control over County or NCHD, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between NCMHID and County or between NCMHID and NCHD.

- 5.5 NCHD Control. NCHD exercises no control over County or NCMHID, or their respective agents, employees, or contractors in carrying out their provisions of this Agreement, except that NCHD's Board of Managers is statutorily required to budget and approve the aggregate annual amount NCHD reimburses NCMHID and County for Services provided herein during the Term of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between NCHD and County or between NCHD and NCMHID.
- 5.6 Captions and Headings. The captions and headings used in this Agreement are for convenience only and shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of the Agreement.
- 5.7 Privacy/Confidentiality/Use of Medical Information. The Parties agree that certain information, reports, and data created under this Agreement may be subject to applicable privacy and confidentiality of medical information and medical record laws, and the Parties agree to comply in all material respects with such laws. The Parties also agree to take any and all reasonable precautions to prevent disclosure or misuse of any and all medical information, records, reports, and data resulting from this Agreement for any purpose unrelated to providing the Services and which are unrelated to the administration of this Agreement.
- 5.8 Entire Agreement. This Agreement, including any schedules, exhibits, or amendments shall constitute the entire agreement of the Parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations, and agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the Effective Date of Agreement.
- 5.9 No Subcontracting or Assignment Binding Effect. No party shall subcontract or assign their duties, obligations, or responsibilities under this Agreement to any other party or parties without the prior written consent of each other party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5.10 Liability. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the provision of services by any other Party.
- 5.11 Insurance Coverage. Each Party providing a service under this Agreement shall provide, at its sole cost and expense, commercial or other similarly performing insurance providing general liability, worker's compensation, and professional liability coverages for its employees and/or contractors providing services under this Agreement. The parties shall provide proof of insurance coverage, within 5 days of request of such proof of coverage, by any party to this Agreement.

5.12 Notices. Any requests, replies, notices, or demands for or permitted by a Party under this Agreement must be in writing and shall be sent by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

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

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

Nueces County Director of Mental Health Programs
555 N. Carancahua St., Suite 950
Corpus Christi, Texas 78401

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

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

All notices herein shall be effective on the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above, or on the date of receipt of such notice (whether by mail, courier, hand delivery, or otherwise) whichever is the earlier date of receipt.

5.13 NCHD Maximum Annual Expenditure. NCHD shall not pay NCMHID more than the stated Agreement Sum for NCMHID's provision of the Services under Section 1.2.14 of this Agreement during the Agreement Term. NCHD shall not have any additional payment obligations to NCMHID under this Agreement during the Agreement Term or thereafter.

NCHD shall not have any expenditure obligations, except those expressly stated herein to County under this Agreement during the Agreement Term or thereafter.

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

5.15 Termination. This Agreement may be terminated by a Party at any time for the Party's own convenience, at Party's sole discretion, and without cause upon fourteen (14) calendar days notice as provided herein.

This Agreement may be terminated by any Party for cause without advance notice, where Party/Parties reasonably determine(s) that a material breach of the terms of this Agreement has occurred.

5.14 Annual Appropriations. The Parties mutually agree and understand that NCHD's funding under this Agreement is subject to annual appropriations by NCHD and that each fiscal year's funding, by NCHD provided under this Agreement, must be included in NCHD's budget for that year and is not effective until approved by NCHD's Board of Managers and then Nueces County Commissioners Court.

5.15 Compliance with Laws. All parties agree to comply with all applicable local, state, and federal laws, regulations, and rules that may pertain to each Party's performance under this Agreement.

5.16 Acknowledgment of Federal HIPAA Obligations. The Parties acknowledge their mutual responsibilities as covered entities under the federal Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "HIPAA"). The Parties acknowledge that federal regulations relating to the privacy of individually identifiable health information require covered entities to comply with the privacy standards adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and as modified by amendments adopted on August 14, 2002, 67 Fed. Reg. 53264 (the "Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services to or on behalf of a covered entity comply with certain obligations regarding the privacy of health information. However, the Parties further understand that the Privacy Standards specifically state that a business associate relationship is not established when a health care provider discloses administrative information. Accordingly, the Parties agree that language sufficient to satisfy the business associate requirements set forth in the Privacy Standards is not required in this Agreement; however, the Parties shall agree to take any other further actions that are necessary from time to time to ensure the parties' mutual compliance with the Privacy Standards.

5.17 Amendment. This Agreement may be amended only by written agreement approved by each of the Parties respective governing body at a publicly noticed meeting and signed by the duly authorized representative of each Party's governing body.

5.18 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.

5.19 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Nueces County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.

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

5.21 Records and Access. Upon written request of County, County’s Director of Mental Health Programs, or any other of County’s duly authorized agents or representatives, NCMHID shall make available to County those records, books, and documents necessary to verify the status, nature, extent, and amount of any and all Services provided by NCMHID during the Agreement Term.

Upon written request of NCHD, or any of its duly authorized agents or representatives, NCMHID shall make available to NCHD those records, books, and documents necessary to verify the nature and extent of costs, expenses, and the status of the program, extent of services being, or amount of any and all services provided during the Agreement Term.

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

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

NUECES COUNTY
 (“County”)

By: _____
Barbara Canales.
Nueces County Judge

Date: _____

ATTEST:

By: _____
Kara Sands
County Clerk

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

By: Mike Davis
Mike Davis
Chief Executive Officer

Date: 09/21/22

NUECES COUNTY HOSPITAL DISTRICT
("NCHD")

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

Date: 10/03/2022

**EXHIBIT A
AGREEMENT SUM**

Contract Amounts Assigned per Program

Jail Diversion (1)(2)	\$ 450,000.00
Crisis Intervention and Crisis Intervention Team (1)	1,111,000.00
Walk-In Crisis Clinic (1)	550,000.00
JBCR (2)	207,000.00
Forensic ACT (2)	<u>700,000.00</u>
Total Agreement Sum (3)	<u>\$3,018,000.00</u>

Flexibility is allotted for movement of costs across programming to account for programmatic growth.

- (1) Pre-booking Services
- (2) Post-booking Services
- (3) Actual costs per program may differ. However, actual total programs costs they may not exceed amount in agreement sum. (Section 1.2.12)

EXHIBIT B
NUECES COUNTY GOALS

1. Progressively increase the number of individuals diverted from arrest as it aligns to program growth
2. Expand key crisis programming integration with other systems of care (hospitals, courts, etc.)
3. Progressively increase access to care through expansion of jail diversion, augmentation of crisis services, and implementation and integration of cloud 9 software with key community partners.
4. Attain program sustainability for expanded jail diversion and augmented crisis services by 2026.

EXHIBIT C
PROGRESS REPORTS REQUIRED DATA

ACCESS TO CARE MEASURES:

1. Number of individuals restored to competency (JBCR).
2. Number of diversions from arrest into treatment (CIT/MCOT).
3. Number of diversions from hospitalization into treatment (CIT/MCOT).
4. Number of individuals diverted from active incarceration (post-booking Jail Diversion).
5. Number of individuals who received a walk-in crisis appointment.
6. Number of individuals refusing services at the point of assessment for walk-in crisis.
7. Persons referred to MHID through Cloud 9 from Hospitals.
8. Persons referred to MHID through Cloud 9 from Law Enforcement.

PROCESS MEASURES:

9. Number of individuals served in each program (FACT, MCOT, CIT, JBCR, Walk-In, Jail Diversion).
10. Number of individuals successfully engaged in ongoing NCMHID outpatient services following a crisis contact with CIT or MCOT Expansion.
11. Cloud 9 metrics on utilization and demographics (CIT/MCOT).
12. Number of persons successfully completing Jail Diversion Programming. (Jail Diversion post arrest).
13. Number of individuals unable to restore to competency.
14. Average days to restore to competency.
15. Average days from competency restoration to court hearing.
16. Average days from competency restoration to adjudication.
17. Number of individuals successfully transitioned from JBCR to OCR services.
18. Number of individuals for Walk-In Clinic by referral source.
19. Number of individuals referred to Cenikor.

SECOND SUPPLEMENTAL AGREEMENT
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, on March 08, 2022 the parties executed Supplemental Agreement No. 1 extending the completion date of the Agreement to September 30, 2022.

WHEREAS, the parties found that for the completion of the services under the Agreement the term of the agreement should be extended and now wish to supplement the Agreement and extend the period of the Agreement from the termination date of September 30, 2022 to December 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 September 30, 2022 to close of business on December 30, 2022.
2. To ratify any and all related services to the Agreement performed by PARRI between September 30, 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/amendments to the services by PARRI or the monies paid to PARRI or any other provisions of the Parties original 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 3 day of October, 2022.

NUECES COUNTY HOSPITAL DISTRICT

**POLICE ASSISTED ADDICTION
AND RECOVERY INITIATIVE**

BY: Jonny F. Hipp
Jonny F. Hipp
Administrator/Chief Executive Officer
Date: 10/03/2022

Zoe Grover
BY: _____
Name: Zoe Grover
Title: Executive Director
Date: 9/29/22