

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Regular Meeting  
Tuesday, December 10, 2024 at 12:00 PM**

**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.
- Judge Mariana Garza
- 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. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST.** Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**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.

**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:

- A. Approve Board of Managers Regular Meeting minutes of October 22, 2024. 6
  
- B. Approve the following agreements:
  - 1. Grant Agreement between the Hospital District and Coastal Bend Wellness Foundation in the amount of \$85,000 for COVID-19 diagnostic testing and other health care services for the residents of the District during the term October 1, 2024 - September 30, 2025. 15
  
  - 2. Interlocal Cooperation Agreement between the Hospital District, Nueces County, and the Nueces Center for Mental Health and Intellectual Disabilities in the sum of \$2,550,000 for services 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 Asssertive Community Treatment (FACT) Team for the purpose of providing mental health services, including services for Associated substance abuse issues, during the term October 1, 2024 - September 30, 2025. 20
  
  - 3. Amendment No. 1 to Interlocal Agreement Regarding Jail Inmate Healthcare Services between Nueces County and Nueces County Hospital District for the term December 1, 2023 - November 30, 2024 to increase the amount of funding provided by the Agreement from \$4,547,036 to an amount not to exceed \$5,800,000 for costs incurred during said period. 34
  
  - 4. Agreement Amendment #1 between Nueces County, Nueces County Hospital District, and Wexford Health Sources, Inc. in an amount not to exceed \$6,080,328 for Medical Services for the Nueces County Jail Facilities during the term December 1, 2024 - November 30, 2025. 36

- C. Approve grant, sale, and conveyance of a perpetual easement and right of way to AEP TEXAS INC. for electric distribution lines relating to renovation of the Nueces County Medical Examiners Facility located on the former Memorial Medical Center campus owned by the Hospital District. 48
- D. Receive closeout notice from the Texas Department of Emergency Management relating to Federal Emergency Management Agency reimbursement of COVID incident period-related Category Z costs in the amount of \$33,747.80 relating to Event 4485DR-TX, Project # 742188, PW # 01231. 53

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. Legislative Committee:**

- 1. Discuss and consider amending the 89th Texas Legislative Session Agenda. *(ACTION)* 55

**B. Physician Needs Assessment:**

- 1. Discuss and consider approving a Consulting Agreement with 3Dhealth for a comprehensive Nueces County physician needs assessment and patient access analysis, and authorize Administrator to execute the Agreement, subject to legal review. *(ACTION)* 56

**C. Marketing Initiatives:**

- 1. Discuss and consider approving a scope of work agreement with MDR Advertising relating to the development of Hospital District marketing initiatives and campaigns, and authorize Administrator to execute the agreement, subject to legal review. *(ACTION)* 72

**D. Administrator's Actions:**

- 1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):
  - a. Engagement of Collier, Johnson & Woods, P.C., Certified Public Accountants to perform an audit of the Hospital District's financial statements of the governmental activities, each major fund, and the aggregate remaining fund information for the fiscal year ended September 30, 2024 (October 1, 2023 - September 30, 2024). 92

**(ACTION)**

**E. Administrator's Briefing:**

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

a. Finance Committee: Tuesday, January 28, 2025, 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, January 28, 2025, 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

c. Board of Managers: Tuesday, January 28, 2025, 12:00 PM (Noon) in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. **(INFORMATION)**

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may 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. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071.

A. Consult with attorneys on matters related/relating to *Nueces County Hospital District v. Purdue Pharma, Inc., et al.*, MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas, pursuant to §551.071.

B. Consult with attorneys on matters relating to the Escrow Amendment Conditions Letter Agreement with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

C. Consult with attorneys on matters relating to Mediation Notice received from CHRISTUS Spohn Health System relating to the Amended and Restated Membership

Agreement, pursuant to §551.071.

D. Deliberate the Administrator's performance evaluation and related matters, pursuant to §551.074.

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

A. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Consider authorizing the Administrator to execute the Settlement participation and release forms regarding settlement offers from The Kroger Co. in the matter of Texas opioid multi-district litigation for the Hospital District in the matter of *Nueces County Hospital District v. Purdue Pharma, Inc., et al.*, MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas. (**ACTION**) 98
2. Discuss and consider amending the Administrator's employment agreement. (**ACTION**)
3. Discuss and consider final action, decision, or vote on other matters considered in Closed Meeting. (**ACTION AS NEEDED**)

10. **ADJOURN**

11. Public Notice Posting Receipt. 104

**BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
OCTOBER 22, 2024**

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The Nueces County Hospital District Board of Managers met at 12:00 pm, October 22, 2024 in the NCHD Board Room at 555 N. Carancahua, Suite 950 – A Corpus Christi, Texas.

**HOSPITAL DISTRICT REPRESENTATIVES:**

Jonny F. Hipp	Administrator/CEO
Belinda Espinoza	Asst. Administrator, Admin. Services
Donna Littlefield	Director, Accounting & Finance
John B. Martinez	General Counsel
Adam Robison	Legal Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

**OTHERS PRESENT:**

John Michael	Hanson
Stephen Rybak	MDR
Vanessa Santos	MDR
Jeremy L. Coleman	HBH Foundation
Dom Dominguez	Christus Spohn
Shane Foreman	3D Health – via Zoom
Becky Rios	Christus Spohn – via Zoom
Mark Hendrix	NCMHID – via Zoom
Patricia Shipton	Lobbyist – via Zoom
Trey Killbride	- via Zoom
Sandra Medina	- via Zoom
Hnl3498	- via Zoom

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 22,2024**

**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.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granada

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

A. Call to order – John E. Valls, Chairman.  
The meeting was called to order 12:15 p.m.

B. Establish quorum – Mr. Valls, Chairman.  
A quorum was present with six members in attendance.

**John E. Valls, MBA, Chairman - PRESENT**  
**Vishnu V. Reddy, M.D., Vice Chairman - PRESENT**  
**Sylvia Tryon Oliver, Member – PRESENT**  
**Belinda Flores, R.N., Member – PRESENT – via Zoom**  
**Efrain Guerrero, Jr., Member – PRESENT**  
**Arthur Granada, Member – PRESENT**  
**Judge Mariana Garza, Member – ABSENT**

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

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

**4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST.** Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be

**BOARD OF MANAGERS  
REGULAR MEETING  
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disclosed at that time.

**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.

**Dom Dominguez  
John Michael  
Jeremy Colman**

**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:

- A. Approve Board of Managers Regular Meeting minutes of September 24, 2024.
- B. Receive listing of new vendors as of October 18, 2024; 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 2024 year-to-date:
  - 1. Salaries, benefits, and supplies at/for the 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;

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5. Funding for alcohol and drug abuse treatment programs:
    - a. Cenikor (Charlie's Place); and
    - b. Council on Alcohol and Drug Abuse;
  6. Funding for diabetes prevention and supporting programs; and
  7. Public health grants.
- 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, 2024.
- 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 September 30, 2024.
- 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 actual intergovernmental transfers (IGTs) made in support of local and other healthcare providers participating in Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Services Commission (HHSC), and receive estimates of provider payments resulting from the IGTs:
1. Directed Payment Programs - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:
    - a. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
    - b. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
    - c. Network Access Improvement Program (NAIP); and
    - d. Texas Incentives for Physicians and Professional Services (TIPPS); and

**BOARD OF MANAGERS  
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2. Supplemental Payment Programs - IGTs for HHSC Medicaid payments made to hospitals, separate from and in addition to base payments, for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:

- a. Disproportionate Share Hospital (DSH);
- b. Graduate Medical Education (GME);
- c. Hospital Augmented Reimbursement Program (HARP); and
- d. Hospital Uncompensated Care (UC).

I. Receive reports relating to Nueces Aid Program enrollment for the month-ended September 30, 2024:

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

**Consent Agenda Approved. Motion by Ms. Oliver  
and seconded by Mr. Guerrero. MOTION CARRIED.**

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. Legislative Committee:**

- 1. Discuss and consider amending the 89th Texas Legislative Session Agenda. (*ACTION*)

**Motion by Ms. Oliver and seconded by Mr. Guerrero.  
MOTION CARRIED.**

**B. Marketing Initiatives:**

- 1. Discuss and consider approving a scope of work agreement with MDR Advertising relating to the development of Hospital District marketing initiatives and campaigns, and authorize Administrator to execute the agreement, subject to legal review. (*ACTION*)

**No Action.**

**BOARD OF MANAGERS  
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**C. Nueces Aid Program Enrollment Promotion:**

1. Discuss and consider Enrollment Promotion Services Agreement with the Dr. H. Boyd Hall Community Foundation for the purpose of providing services that promote awareness of and enrollment in the medical aid and hospital care program operated by the Hospital District for indigent and needy residents of the County, and authorize Administrator to execute Agreement. (*ACTION*)

**Motion as indicated by Mr. Valls, Chairman.  
Granting Mr. Hipp to tweak agreement mutually agreed on.  
Motion by Ms. Oliver and seconded by Dr. Reddy.  
MOTION CARRIED.**

**D. Physician Needs Assessment:**

1. Discuss and consider approving a Consulting Agreement with 3Dhealth for a comprehensive Nueces County physician needs assessment and patient access analysis, and authorize Administrator to execute the Agreement, subject to legal review. (*ACTION*)

**Table as per Mr. Valls, Chairman.**

**E. Engineering/Surveying Services:**

1. Discuss and consider approving a Master Professional Services Agreement and related Task Order with Hanson Professional Services Inc. for additional survey work on the Memorial Hospital and Dr. Hector P. Garcia Memorial Family Health Center campuses; and authorize Administrator to execute both documents, subject to legal review. (*ACTION*)

**Motion by Ms. Oliver and seconded by Mr. Guerrero.  
MOTION CARRIED.**

**F. Board of Managers Business:**

1. Discuss and consider combining the scheduled November and December 2024 Board of Managers and Committee meetings into single individual meetings to be held at their normally scheduled times on December 10, 2024, or another date. (*ACTION*)

**Motion by Ms. Oliver and seconded by Ms. Flores.  
MOTION CARRIED.**

**BOARD OF MANAGERS  
REGULAR MEETING  
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OCTOBER 22,2024**

**G. Administrator's Briefing:**

1. Pending and other Hospital District matters. (**INFORMATION**)
2. Next scheduled Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):
  - a. Finance Committee: Tuesday, November 19, 2024, 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;
  - b. Legislative Committee: Tuesday, November 19, 2024, 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and
  - c. Board of Managers: Tuesday, November 19, 2024, 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

**8. CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may 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. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071.

A. Consult with attorneys on matters relating to the Escrow Amendment Conditions Letter Agreement with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

**BOARD OF MANAGERS  
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B. Consult with attorneys on matters relating to Texas Attorney General Opinion No. KP-0474, and related matters, pursuant to §551.071.

C. Deliberate the Administrator's performance evaluation and related matters, pursuant to §551.074.

**Mr. Valls called for Closed Session at 12:43 p.m.**

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

**Mr. Valls called Open Session at 1:37 pm.**

A. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Discuss and consider amending the Administrator's employment agreement.  
**(ACTION)**

**No Action.**

2. Discuss and consider final action, decision, or vote on other matters considered in Closed Meeting. **(ACTION AS NEEDED)**

**Mr. Valls, Chairman will entertained a motion 9. A. 2.  
Re: the escrow amendment conditions letter agreement with  
Christus Spohn Health System Corp. as presented with  
changes. Motion by Ms. Oliver and seconded by  
Mr. Guerrero. MOTION CARRIED.**

**Noted: Dr. Reddy and Mr. Granado left meeting  
at 2:45 p.m.**

10. **ADJOURN**

**Motion to adjourn by Mr. Valls, Chairman at 2:47 p.m.**

**BOARD OF MANAGERS  
REGULAR MEETING  
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OCTOBER 22,2024**

**PRESIDING OFFICER:**

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John E. Valls, MBA, Chairman

**ATTEST:**

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

**GRANT AGREEMENT**

**NUECES COUNTY HOSPITAL DISTRICT/COASTAL BEND WELLNESS FOUNDATION**

**October 1, 2024 - September 30, 2025**

**STATE OF TEXAS**

\*

\*

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF NUECES**

\*

This Grant Agreement ("Agreement") is entered on the date of its execution as set forth below by and between Nueces County Hospital District ("District") and the Coastal Bend Wellness Foundation ("Foundation"), a community-based non-profit organization located in Corpus Christi, Nueces County, Texas that provides gap health care services and entered into for the purposes of providing COVID-19 diagnostic testing and other health care services for residents of the District.

**WITNESSETH:**

**WHEREAS**, the District finds that the continuing COVID-19 virus continues to constitute a public health concern in Nueces County and that the Foundation provides community COVID-19 related services as well as other health care services considered to be beneficial public health services during the pandemic; and

**WHEREAS**, the District finds the need for COVID-19 -related public health services in the form of COVID-19 testing as well as other health care services which will benefit the residents of Nueces County; and

**WHEREAS**, Texas Health and Safety Code, §281.094 authorizes the District to use

**certain of its funds made available from non-tax sources to fund public health services.**

**NOW, THEREFORE**, for and in consideration and exchange of mutual covenants and conditions contained herein to further the provision of COVID-19 infectious virus related public health services as well as other health care services in Nueces County, the District and Foundation hereby agree as follows:

I.

The Foundation will make available and perform community COVID-19 diagnostic testing and other health care services in Nueces County.

II.

The Foundation will provide access to or remove barriers to accessibility under the Americans with Disabilities Act to allow individuals with disabilities the opportunity to receive COVID-19 diagnostic testing services and other health care services administered by the Foundation under this Agreement.

III.

The Foundation will not discriminate by reason of age, disability, handicap, sex, sexual orientation, gender identity, race, color, marital status, national origin, or religion, against any person seeking COVID-19 diagnostic testing services or other health care services administered by the Foundation under this Agreement.

IV.

The Foundation agrees to make available and perform community COVID-19 diagnostic testing and other health care services supported by the District's funds under this Agreement. The Health Center agrees that COVID-19 diagnostic testing will be performed based on Federal Centers for Disease Control and Prevention guidelines for evaluating and testing persons for COVID-19. In addition, the Foundation agrees to promptly report results from the community COVID-19 diagnostic testing supported by the District's funds under

this Agreement to the tested patient, local public health authorities, and other entities as may be required by law, regulation, or order.

V.

The Foundation will submit at least quarterly reports to the District indicating activities by Foundation in performance of its obligations pursuant to this Agreement. The Foundation shall include in its reports a detailed accounting of expenditures of the District's funds, counts of the nasopharyngeal swab nucleic acid or antigen diagnostic tests performed, counts of serum antibody diagnostic tests performed, and locations where the diagnostic tests were performed. In addition, the Foundation shall include in its reports a detailed accounting of the expenditure of District's funds for administering other health care services. Such reports shall be presented to the District's Board of Managers at a publicly-noticed meeting on a schedule established by the District.

VI.

The Foundation will endeavor to use its resources to provide community COVID-19 diagnostic testing and other health care services in Nueces County, based on need, availability, and suitability.

VII.

As payment for the services to be rendered during the 12-month term October 01, 2024 - September 30, 2025, the District will provide a lump-sum payment of Eighty-Five Thousand Dollars (\$85,000.00) to the Foundation for performance of the Foundation's activities related to the purposes of this Agreement.

VIII.

The Foundation will cause the District's funding under this Agreement to be segregated from other funds used for activities of Foundation unrelated to the purposes of this Agreement.

IX.

All notices or communications to a party by the other party under this Agreement shall be personally delivered or mailed to such party at the following respective address:

**DISTRICT**

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

**FOUNDATION**

Coastal Bend Wellness Foundation  
Attn: Chief Executive Officer  
2882 Holly Road  
Corpus Christi, Texas 78415-4106

X.

This Agreement shall continue in force and effect until September 30, 2025. If the Foundation terminates its activities related to the purposes of this Agreement prior to the expiration of this Agreement, the balance of any remaining funds shall be returned to the District in the same proportion that District funds bear to the total funds received by or in the possession of the Foundation to conduct activities related to the purposes this Agreement.

WITNESS our hands on this 30 day of September 2024.

**NUECES COUNTY HOSPITAL DISTRICT**

By: \_\_\_\_\_  
Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer

Date: \_\_\_\_\_

**COASTAL BEND WELLNESS FOUNDATION**

By:   
Bill J. Hoelscher  
Chief Executive Officer

Date: 9/30/24

**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 Texas Health & Safety Code §281.094 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. “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 provided by NCMHID under this Agreement.
- 1.2.12. “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.
- 1.2.13. “Agreement Sum” means the amount not to exceed Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000) paid under this Agreement by NCHD to NCMHID during the Agreement Term. (Exhibit A)
- 1.2.14. “NCMHID Cost or Costs” means the cost or costs incurred by NCMHID that are completely attributable to and associated with NCMHID's provision of Services under this Agreement.
- 1.2.15. “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
- 1.2.16. “County Costs or Costs” means the cost or costs incurred by County that are completely attributable to and associated with NCMHID's provision of services under this Agreement. Expenses/costs by the County must have written preapproval by NCHD before they are incurred.

- 1.2.17 “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.
- 1.2.18 “Jail Diversion Costs” means the direct cost or costs incurred by NCMHID in providing Jail Diversion services under this agreement.
- 1.2.19 “Crisis Intervention Costs” means the direct cost or costs incurred by NCMHID in providing Crisis Intervention Services under this Agreement. For purposes of this Subsection, "Crisis Intervention Services Costs includes law enforcement officers and/or law enforcement vehicles related to and associated with NCMHID's use/need of law enforcement Crisis Intervention officers by law enforcement agencies.
- 1.2.20 “Walk-In Crisis Clinic Costs” means direct cost or costs incurred by NCMHID in providing a walk-in crisis clinic under this agreement.
- 1.2.21 “Forensic ACT Program Costs” means the direct cost or costs incurred by NCMHID in providing a Forensic ACT Program under this agreement.
- 1.2.22 “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 agrees to collaborate with NCMHID, and to include NCMHID and its agents in Nueces County planning activities, meetings, and workshops with community partners as related to services being provided by NCMHID. Nueces County 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 Goals. Develop goals (“County Goals”) jointly with NCMHID for each of the Services during the Agreement Term. 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 individuals incarcerated in Nueces County Jail awaiting Competency Restoration Services, number of Participants in the JBCR program 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, and NCHD 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 B 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.

NCMHID will strive to provide program specific information from stakeholders and collaborative partners in addition to MHID. Examples include but are not limited to Nueces County Jail representatives, CCPD officers, county law enforcement agencies and other collaborative law enforcement agency representative. Hospital systems (particularly ER's), the District Attorney's office, Nueces County Courts, Public Defenders Office, and City Detention Center, among others.

- 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 (10<sup>th</sup> 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 and utilize County's 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 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 County 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 (30<sup>th</sup>) 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, 2024, at 12:01 a.m. (the “Effective Date”) and end on September 30, 2025, 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 exercises no control over NCMHID, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement. County shall facilitate and coordinate County 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 copy to:  
Nueces County Attorney  
901 Leopard St., Room 207  
Corpus Christi, Texas 78401-3680

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

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

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.

- 5.16 **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.

- 5.17 **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.

- 5.18 **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.

- 5.19 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.
- 5.20 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.
- 5.21 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.
- 5.22 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.
- 5.23 Records and Access. Upon written request of County, 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.
- 5.24 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**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Connie Scott  
Nueces County Judge

ATTEST:

By: \_\_\_\_\_  
Kara Sands  
County Clerk

**NUECES CENTER FOR MENTAL HEALTH  
AND INTELLECTUAL DISABILITIES**

By: Mike Davis \_\_\_\_\_ Date: November 06, 2024  
Mike Davis  
Chief Executive Officer

**NUECES COUNTY HOSPITAL DISTRICT**

By: Jonny F. Hipp \_\_\_\_\_ Date: 11/06/2024  
Jonny F. Hipp  
Administrator/Chief Executive Officer

APPROVED BY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jenny P. Dorsey  
County Attorney

**EXHIBIT A  
AGREEMENT SUM**

Contract Amounts Assigned per Program

Jail Diversion (1)(2)	\$ 450,000.00
Crisis Intervention and Crisis Intervention Team (1)	1,131,000.00
MCOT (1)	250,000.00
Walk-In Crisis Clinic (1)	350,000.00
JBCR (2)	119,000.00
Forensic ACT (2)	<u>250,000.00</u>
Total Agreement Sum (3)	<u>\$2,550,000.00</u>

Flexibility is allotted for fluctuation of costs across the programs and services NCMHID is to provide under the agreement:

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

**EXHIBIT B**  
**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.

AMENDMENT NO. 1

INTERLOCAL AGREEMENT REGARDING JAIL INMATE HEALTHCARE SERVICES  
BETWEEN  
NUECES COUNTY AND  
NUECES COUNTY HOSPITAL DISTRICT

**WHEREAS**, the County of Nueces herein referred to as “County” is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS**, the Nueces County Hospital District herein referred to as “Hospital District” is a political subdivision of the State of Texas, created and authorized under the Texas Constitution, Article 4, Section 9 and Texas Health and Safety Code §281.002 to provide medical healthcare and hospital care to the indigent residents of Nueces County and residing within the Hospital District’s boundaries.

**WHEREAS**, the County and Hospital District entered into an Interlocal Agreement, herein “Agreement” for a term of one year beginning on December 01, 2023 to November 30, 2024 for the purposes of providing funding from the Hospital District to the County for the costs incurred by the county for healthcare cares of inmates incarcerated in the Nueces County Jail facilities;

**WHEREAS**, the Agreement provided that the Hospital District’s would provide funding for a maximum amount of \$4,547,036.00 “Maximum Funding Amount” to be remitted to the County in equal monthly installments of \$378,919.66;

**WHEREAS**, the costs of actual inmate healthcare services for the period December 01, 2023 to November 30, 2024 will exceed the Maximum Funding Amount originally provided in the Agreement;

**WHEREAS**, the Hospital District and the County wish to increase the Maximum Funding Amount of the Agreement from \$4,547,036.00 to an amount not to exceed \$5,800,000.00.

**NOW THEREFORE**, Hospital District and County in consideration of the mutual agreements contained in the Agreement and the additional funding to be provided pursuant to this amendment do hereby mutually agree:

1. To strike paragraph 4A1 in the original Agreement under Section 4. OBLIGATIONS OF HOSPITAL DISTRICT AND COUNTY, in its entirety and replace it with the following:

**A. HOSPITAL DISTRICT:**

1. *Under the terms of this Agreement, The Hospital District’s Maximum Funding to the County during the Term herein shall not exceed \$5,800,000.00 (“Maximum Funding Amount)” to be remitted to the County in equal monthly installments of \$378,919.66 or in an amount appropriate*

*to cover unpaid healthcare expenses that have been provided for inmates at the Nueces County Jail Facilities under the Agreement for the period of December 01, 2023 to November 30, 2024. In the event that Hospital Districts funding to the County under this Agreement reaches the Maximum Funding Amount herein provided during the term of the Agreement, the Hospital District's funding obligations hereunder shall end and the Hospital District shall not provide any additional funding to County during the Term of purposes of this Agreement.*

All other provisions of Contract shall remain the same.

In WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement Amendment No. 1.

WITNESS our hands on this \_\_\_\_\_ day of November, 2024.

**NUECES COUNTY**

**NUECES COUNTY HOSPITAL DISTRICT**

By: \_\_\_\_\_  
Name: Connie Scott  
Title: County Judge  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jonny F. Hipp  
Title: Administrator/Chief Executive Office  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kara Sands  
County Clerk

**ROBERT HERNANDEZ**  
Commissioner  
Precinct 1

**JOHN MAREZ**  
Commissioner  
Precinct 3

# County of Nueces



**JOE A. GONZALEZ**  
Commissioner  
Precinct 2

**BRENT CHESNEY**  
Commissioner  
Precinct 4

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

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## AGREEMENT AMENDMENT NO. 1

**WHEREAS**, Nueces County, Texas ("County") and Wexford Health Sources, Inc. ("Consultant" or "Vendor") entered into an agreement with the effective date, December 1, 2023, for Medical Services for the Nueces County Jail Facilities ("Agreement");

**WHEREAS**, the initial term of the Agreement expires on November 30, 2024; and

**WHEREAS**, County and Consultant wish to amend the Agreement to include and incorporate the Nueces County Hospital District ("Hospital District") as a party to the Agreement, to extend the term of the Agreement for an additional one-year extension term, and to make certain additional amendments as specified herein below.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, and as amended hereby, County, Consultant, and Hospital District do hereby mutually agree as follows:

- (1) The Agreement is amended to reflect that the parties thereto are Nueces County, Texas, the Nueces County Hospital District, and Wexford Health Sources, Inc.
- (2) Consultant hereby acknowledges and agrees that all rights, protections, and duties not specifically identified in this Agreement Amendment No. 1 which are to be provided by the Consultant to the County under the Agreement shall also equally include, apply, and be owed by Consultant to the Hospital District, unless specifically provided otherwise.
- (3) The Term of the Agreement shall be extended for an additional period of one year, beginning on December 1, 2024 and expiring on November 30, 2025. The Agreement may be extended for an additional 1-year renewal period subject to the mutual consent of the County, Hospital District and Consultant. No later than sixty days prior to renewal of the contract term, the parties may negotiate any modifications to the Agreement parties deem necessary.
- (4) County will be responsible for providing prior approval of any new ancillary service subcontractor(s) and/or pharmaceutical providers that Consultant may elect to use.
- (5) County will be responsible for providing prior approval of any requests by Consultant for the provision of additional services not specified in the Agreement.
- (6) Consultant shall request prior approval of expenses for more than one trip to Nueces County per month for one of Consultant's representatives.
- (7) Consultant shall submit requests to County for any changes that Consultant wishes to make to authorized personnel/staffing levels in place at the Nueces County Jail facilities on December 01, 2024.
- (8) County will be responsible for providing prior approval of requests by Consultant for any changes of authorized personnel/staffing levels at the Nueces County Jail facilities in place on December 01, 2024.

Any approved changes by County to Consultant's request to personnel/staffing levels shall not affect the threshold amount payable to Consultant as provided under Item 10 of this Agreement Amendment No. 1 - replacement for Provision 6 of the Agreement.

- (9) Hospital District will be responsible for the payment of fees for inmate healthcare services provided by Consultant as described in the Agreement and in this Agreement Amendment No. 1.
- (10) Provision 6 of the Agreement shall be deleted and replaced in its entirety with the following:

"6. Payment. Consultant will provide healthcare services for inmates at the Nueces County Jail facilities, including the Nueces County main jail facility and the Nueces County Annex jail facility, on a Cost-Plus Management Fee Model. Based on the Consultant's price proposal dated October 29, 2024, County and Hospital District do hereby accept Consultant's proposed COST-PLUS MANAGEMENT FEE WITH NOT TO EXCEED AMOUNT OPTION for all services provided by Consultant during the course of the additional one-year extension period, beginning on December 1, 2024 and expiring on November 30, 2025, at a cost not to exceed threshold of \$6,080,328 (which amount includes Consultant's fixed management fee.

Payments to Consultant shall be made within 30 calendar days of Hospital District's receipt of Consultant's monthly invoices. Each invoice shall detail the work performed during the billing period."

- (11) Provisions 8B., 8C., and 8E. of the Agreement shall be deleted and replaced in their entirety with the following:

"8B. **Additional Named Insured:** All policies, except for the Workers' Compensation, Professional Liability and Errors and Omissions policies, shall contain additional endorsements naming County, the Nueces County Jail (including all facilities), the Nueces County Hospital District, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder."

"8C. Workers' Compensation and Commercial General Liability policies shall contain a Waiver of Subrogation in favor of Nueces County, the Nueces County Jail (including all facilities), the Nueces County Hospital District, and their departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor."

"8E. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish County and Hospital District with a Certificate of Insurance and formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent direct to:

FOR COUNTY:  
Connie Scott  
Nueces County Judge  
901 Leopard Street, Room 303  
Corpus Christi, Texas 78401

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

(12) Provision 22 of the Agreement is amended to add the following:

“To Hospital District: Mr. Jonny F. Hipp, Administrator/CEO  
Nueces County Hospital District  
555 N. Carancahua Street, Suite 950  
Corpus Christi, Texas 78401”

(13) Provision 23 of the Agreement shall be deleted, and replaced, in its entirety, with the following:

“23. Responsibility for Off-Site Medical Care. Off-site specialty clinics, ambulance transportation (including emergency ambulance transportation), off-site radiology services, emergency room visits, hospitalization (including physician charges) and any other services provided by licensed medical professionals which are not provided on-site at the jail facilities shall be arranged for by Consultant but not paid for by Consultant unless otherwise indicated herein. Except for emergency ambulance services, Consultant shall arrange for all Off-site Medical Care with the Hospital District’s indigent health care contractor, Christus Spohn Health System Corporation. Hospital District shall reimburse Consultant for costs of all ambulance transportation services.

The Hospital District will designate a Christus Spohn Healthcare Corporation liaison, Consultant may contact to coordinate and make arrangements for Off-Site Medical Care as appropriate.

ANY OFF-SITE MEDICAL CARE NOT ARRANGED WITH CHRISTUS SPOHN HEALTH SYSTEM CORPORATION SHALL BE THE SOLE FINANCIAL RESPONSIBILITY OF CONSULTANT AND EXEMPT FROM INCLUSION AS A COST-PLUS ITEM FOR CONSULTANT’S SERVICES.”

(14) The staffing matrix provided in the current contract expiring on November 30, 2024 will be replaced with the staffing matrix attached as Exhibit 1 to this Agreement Amendment 1, with the commencement of a new contract term of December 01, 2024 through November 30, 2025.

(15) Consultant will provide an MOUD continuation program as outlined and attached hereto as Exhibit 2. The MOUD includes a 1.0 FTE MOUD Nurse Coordinator, this FTE is included in Exhibit 1.

(16) All other provisions of the Agreement shall remain the same.

(17) This Agreement Amendment No. 1 shall be effective as of the latest date of signature below.

FOR NUECES COUNTY

Signature: [Handwritten Signature]  
Print Name: Connie Scott  
Title: Nueces County Judge  
Date: November 13, 2024

FOR NUECES COUNTY HOSPITAL DISTRICT

Signature: [Handwritten Signature]  
Print Name: Jonny F. Hipp  
Title: Administrator/Chief Executive Officer  
Date: 12/5/24

Attest/

[Handwritten Signature]  
By: Kara Sands, Nueces County Clerk



FOR: WEXFORD HEALTH SOURCES, INC.

Signature: [Handwritten Signature]  
Print Name: John Froemlich  
Title: CEO  
Date: 11/7/24

**Exhibit 1  
Staffing Matrix  
Effective as of December 1, 2024**

<b>Position</b>	<b>Budgeted FTE</b>
Administrative Assistant	1.00
Dental Assistant	0.40
Dentist	0.40
Director of Nursing	1.00
Discharge Planner	1.00
Health Services Administrator	1.00
Licensed Vocational Nurse	14.00
Medical Director	0.75
Mental Health Professional	3.00
Medical Records Clerk	1.00
Physicians' Assistant or Nurse Practitioner	1.00
Psychiatrist	0.50
Registered Nurse	8.00
RN Supervisor	1.00
MOUD Nurse Coordinator	1.00
<b>Total</b>	<b>35.05</b>



**Exhibit 2**

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**MOUD Program Outline for Nueces  
County Jail**

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## MOUD Program Outline for Nueces County Jail

Approval Date: 10/02/2024

<b>Glossary of Commonly Used Acronyms and Medication Definitions .....</b>	<b>2</b>
<b>SECTION A. Introduction and Background .....</b>	<b>2</b>
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## Glossary of Commonly Used Acronyms and Medication Definitions

<b>DOT</b>	Direct Observation Therapy
<b>MAT</b>	Medication Assisted Treatment
<b>MOUD</b>	Medications for Opioid Use Disorder
<b>OTP</b>	Opioid Treatment Program
<b>ODU</b>	Opioid Use Disorder
<b>Revia®</b>	Naltrexone (generic)
<b>Sublocade®/Brixadi®</b>	Buprenorphine extended-release injections
<b>Suboxone®</b>	Buprenorphine/naloxone (generic)
<b>Subutex®</b>	Buprenorphine mono-product (generic)
<b>UDT</b>	Urine Drug Test
<b>Vivitrol®</b>	Naltrexone extended-release injection

## SECTION A. Introduction and Background

### I. PROGRAM OUTLINE

- A. Wexford Health (“Wexford”) acknowledges that supporting an individualized approach in the care of the substance-dependent individual will help to facilitate optimal outcomes for our patient population, and potentially reduce overdose and recidivism.
- B. Wexford Health recognizes that MAT/MOUD is evidence based and is the community standard of care.
- C. Understanding the scope and importance of the issue, Wexford has collaborated with Nueces County Jail to introduce a MAT/MOUD program.

- D. The focus of the Nueces MAT/MOUD program, at this stage, is continuation of buprenorphine, naltrexone and methadone treatment for patients already established on these medications in the community.
- E. At this time, the MAT/MOUD program at Nueces County Jail will not be inclusive of injectable medications (Sublocade®, Brixadi®, Vivitrol®) or induction of MAT/MOUD.
  - 1. Wexford is, however, prepared to offer these services and training to all appropriate personnel at any time in the future, when the facility administration is agreeable to further expansion.
  - 2. Wexford encourages a comprehensive MOUD program including universal screening and treatment of all patients with an Opioid Use Disorder (OUD). This is the community standard of care and the recommendation of the American Society of Addiction Medicine, NCCHC, ACA, BOJ, NIDA and others.
- F. As with all clinical reference resources, this program outline reflects the best understanding of the science of medicine at the time of development, but they should be used with the clear understanding that continued research may result in new knowledge and considerations.

## SECTION B. MOUD Medication Overview for Nueces

Buprenorphine products (Suboxone®/Subutex®) and Methadone are schedule II/III controlled substances and will need to be stored as narcotics following facility guidelines.

### I. TRANSMUCOSAL BUPRENORPHINE OPTIONS:

- A. These products do not work if swallowed so they are to be used under the tongue or between the cheek and the gum, for transmucosal absorption.
- B. Buprenorphine/naloxone (Suboxone®)
  - 1. The product comes in tablets or film.
  - 2. Effective supervision reduces the opportunity for patients to remove the dose from their mouth, which can be later misused by the patient or diverted to others.
  - 3. Tablets
    - a. Buprenorphine/naloxone (Suboxone®) tablets can take 15 to 30 minutes to dissolve.
    - b. The combination product buprenorphine/naloxone (Suboxone®) cannot be crushed.
  - 4. Films
    - a. The sublingual film formulation of buprenorphine/naloxone is intended to make dosing easier to supervise and deter misuse of the drug by intravenous injection.
    - c. The sublingual films dissolve faster under the tongue than buprenorphine/naloxone sublingual tablets (on average 6 minutes faster for the 8 mg / 2 mg dose).
    - d. The product takes less time to dissolve overall if the mouth is moist.
    - e. The film rapidly adheres to the oral mucosa, making it difficult to remove.

- C. Buprenorphine mono-product (Subutex®)
1. The product comes in tablet form.
  2. The mono-product takes approximately 3 to 8 minutes to dissolve, however, unlike the combination product, the mono-product tablets can be crushed, and administered in a powder or as a thick slurry, under the tongue.
  3. Crushing buprenorphine mono-product (Subutex®) tablets significantly reduces the time for the medication to dissolve, and hence the time required to supervise buprenorphine dosing.
  4. Crushing saves staff time and is more difficult for the patient to divert.
  5. Crushing the buprenorphine mono-product (Subutex®) tablets does not significantly alter serum buprenorphine levels or the drug's clinical effect.
  6. The patient should, however, be discharged back to the community with the combination product to prevent diversion and improve compliance in the community.

## II. LONG-ACTING INJECTABLE BUPRENORPHINE (SUBLOCADE®/BRIXADI®)

- A. Sublocade®
1. Buprenorphine extended-release injection (Sublocade®/Brixadi®) is indicated in patients who have initiated treatment with a buprenorphine-containing transmucosal product and have achieved stability. It is recommended that the patient be on the transmucosal buprenorphine product (such as Suboxone®) until stable.
  2. Buprenorphine extended-release injection (Sublocade®) is given once a month.
  3. Buprenorphine extended-release injection (Brixadi®) may be given once per week OR once per month.
  4. Significant diversion and poor compliance are very unlikely with an extended-release buprenorphine injection such as Sublocade® or Brixadi®.
- B. Brixadi®
1. Similar to Sublocade®, Brixadi® is a subcutaneous injection.
  2. Brixadi® differs from Sublocade® in several ways:
    - a. Brixadi® comes in multiple doses.
    - b. Brixadi® has both weekly and monthly formulations.

## III. METHADONE AT NUECES - CONSIDERATIONS

- A. Methadone is a long-acting full opioid agonist, and a schedule II-controlled medication.
- B. At the time of this writing a major limitation of methadone is that it is available only at licensed methadone maintenance Opioid Treatment Program (OTP) clinics.
- C. Methadone can be provided without an OTP license for up to three days (72-hour bridge) while Nueces staff arrange an appropriate referral to a licensed facility. This three-day allowance cannot be renewed or extended.
- D. The use of methadone for a 72-hour bridge is dependent on the availability of stock at the facility, which is subject to state and federal licensure and regulations.

- E. Wexford Health will facilitate and collaborate with Nueces County Jail's local OTP to support continuity of care for incarcerated patients on methadone.
- IV. NALTREXONE (REVIA® AND VIVITROL®) AT NUECES - CONSIDERATIONS
- A. Naltrexone
    - 1. Naltrexone oral (Revia®) is a short-acting oral tablet that is available in a generic formulation and is given once daily.
    - 2. Naltrexone is not an opioid and has NO opioid effects on the individual taking it.
    - 3. Naltrexone is not addictive, and does not cause withdrawal symptoms when discontinued.
    - 4. There is no abuse and diversion potential with naltrexone.
      - a. The patient does, however, need to be completely withdrawn from opioids prior to use. (Must be off opioids for 7 to 14 days depending on the half-life of the opioid).
  - B. Naltrexone injection (Vivitrol®)
    - 1. Vivitrol® is the extended-release version of naltrexone and is administered by intramuscular injection once a month.

## SECTION C. Program Services for Nueces

- I. CONTINUANCE OF MEDICATION FOR OPIOID USE DISORDER (MOUD) UPON INCARCERATION
- A. During the intake screening process, any patient who reports the use of any form of prescribed buprenorphine, naltrexone, or methadone for an opioid use disorder, will have their prescription verified after signing a release of information form (ROI).
  - B. Buprenorphine Continuance:
    - 1. In the event the prescription cannot be verified, and the patient has a confirmed Urine Drug Screen (UDS) for buprenorphine, bridging the transmucosal buprenorphine medication should be considered by the provider.
  - C. Long-Acting Injectable buprenorphine (Sublocade®/Brixadi®)
    - 1. Sublocade®
      - a. At the time of this writing, there is no national recommendation on how to transition patients from Sublocade to transmucosal buprenorphine, however, it is Wexford's recommendation that careful consideration be given in these instances, using a risk vs benefits individualized approach.
        - i. If the need arises to transition a patient from Sublocade to transmucosal buprenorphine, the transition should be started at least 26 days after the last injection.
        - ii. A transition beginning with 4–8 mg of daily transmucosal buprenorphine and increasing to 16–24 mg daily (based upon patient cravings/withdrawal) over the period of 2 to 3 weeks is reasonable.
        - iii. Some providers may choose to increase a patient's transmucosal daily dosing quicker based upon experience and patient-specific knowledge.

2. Brixadi®
    - a. Due to these unique traits of Brixadi®, transitioning patients from weekly or monthly injections to daily transmucosal buprenorphine will need to be determined and managed on a case-by-case basis.
    - b. Transition will be dependent on the patients' dose and the frequency of their injection.
    - c. Guidance is available for site clinicians through Wexford Corporate resources.
  - D. Methadone Continuance
    1. Patients arriving on a verifiable methadone prescription, through an Opioid Treatment Program (OTP), will continue their methadone dosing through an OTP during incarceration.
  - E. Naltrexone/Vivitrol® Continuance:
    1. In the community, naltrexone is given as a monthly injection (Vivitrol®).
    2. In the event a patient comes to Nueces on Vivitrol®, the patient can be given naltrexone in its oral form (Revia®) 28 days after their last Vivitrol® injection.
    3. This formulation is given daily.
- II. PREGNANT WOMEN WITH OUD**
- A. Wexford's guideline, "AM-03 Pregnancy and Opioid Use" is a detailed guide to help the healthcare team to prevent withdrawal.
  - B. For pregnant patients on established MOUD
    1. Any pregnant females, with an OUD, arriving on methadone, should continue methadone.
    2. Any pregnant females, arriving on buprenorphine, should continue buprenorphine.
  - C. Naltrexone will not be used during pregnancy. There is currently not enough clinical data to support its use in pregnancy.
- III. MEDICALLY-SUPERVISED WITHDRAWAL MANAGEMENT**
- A. For patients with active OUD and not on a verifiable MOUD from the community, or who refuse continued treatment, a medically supervised withdrawal protocol should be considered using buprenorphine in a tapering dosage.
    1. Wexford recommends that consideration be given to place these patients on long-term MOUD when the county feels the program can be expanded.
  - B. Medically-supervised withdrawal management is aimed at reducing the signs and symptoms of withdrawal, which will make the patient more comfortable.
  - C. Specific treatment should always be determined by the condition of the individual patient. Wexford Health Sources maintains updated Addiction Medicine Guidelines (AM-01 Medically Supervised Withdrawal Management Guidelines) that may be referenced, when applicable and necessary.

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## SECTION D: Diversion Prevention and Safety

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Diversion is defined as the unauthorized rerouting or misappropriation of prescription medication to someone other than for whom it was intended (including sharing or selling a prescribed medication); misuse includes taking medication in a manner, by route or by dose, other than prescribed.

### I. PREVENTING MISUSE

Both medical and correctional staff play a vital role in minimizing misuse of MOUD medications. Several practical strategies have been shown to reduce medication misuse events related to MOUD.

- A. **Observed Administration:** Requiring transmucosal buprenorphine to dissolve under the direct observation of medical and correctional staff has been demonstrated to be an effective way to prevent misuse or diversion of MOUD medications.
- B. **Medication Presence Monitoring by Urine Drug Testing (UDT):** The presence of prescribed medications or their metabolites may be monitored through urine or other appropriate testing methods on a random basis to confirm appropriate medication use by the patient.
  - 1. UDT monitoring for naltrexone is not needed.
- C. **Abuse-Deterrence Formulations:** Misuse and diversion of medications can be reduced significantly by utilizing the following formulation approaches:
  - 1. Combining buprenorphine with naloxone (Suboxone®) which prevents successful dissolving and injecting.
  - 2. Crushing the sublingual tablet of buprenorphine mono-product (Subutex®).

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## SECTION E. Staff Training

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- A. Staff at Nueces County Jail will receive training by Wexford Health on MOUD, including an overview of the MOUD procedures, basic information about what MOUD is and its benefits, potential side-effects of the medications warranting clinical attention, and signs of medication diversion.
- B. Wexford Health will offer training on Substance Use Disorder (SUD), specifically Opioid Use Disorder (OUD).
- C. For our clinicians this training will be required.
- D. Nueces-specific MOUD guidelines will be written for reference, once program is adopted.

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## SECTION F. Discharge / Reentry for MOUD Patients

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### I. RELEASE PRESCRIPTION(S)

- A. **Buprenorphine -** Upon patient release, when possible, the patient should be supplied with a prescription for a *7-day supply of Suboxone with 3 refills*.
  - 1. When possible, Wexford Health encourages a warm handoff upon release, and coordination of re-entry back to the patient's MOUD community provider.

- 
- B. Methadone – Since methadone is supplied thru the OTP, no release prescription is required by the onsite provider.
    - 1. When possible, Wexford Health encourages a warm handoff upon release, and coordination of re-entry back to the patient’s OTP community provider.
  
  - C. Naltrexone/Vivitrol® - Naltrexone in its oral form (Revia®) is not recommended for community MOUD. It must be given by direct observed therapy (DOT) and compliance monitored.
    - 1. Upon patient discharge from Nueces, the patient may be offered a Vivitrol® injection, or alternatively, referred back to the community provider to receive their next Vivitrol® injection.
      - a. It is important to note that patients who received their last Vivitrol® injection *greater than 28 days* prior to release, are at high risk of return to use and possible overdose.
      - b. Because of this, and because it is the community standard of care, Wexford highly encourages Nueces to offer a Vivitrol® injection to patients upon release.
      - c. If unable to provide the injection, the patient should go immediately to the providing clinic for another injection.
        - i. The patient can be given oral naltrexone at release which will give them 24 hours of coverage.

**EASEMENT AND RIGHT OF WAY**

**NUECES COUNTY HOSPITAL DISTRICT, D/B/A MEMORIAL MEDICAL CENTER**, (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Nueces County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the “Easement Area”)

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above-described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above-described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**[Rest of this page intentionally left blank-Signature page follows]**

TX242155  
WR#85878738

NUECES COUNTY HOSPITAL DISTRICT, D/B/A MEMORIAL MEDICAL CENTER

By: \_\_\_\_\_  
Jonny F. Hipp Administrator/Chief Executive Officer Nueces County Hospital District

**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF NUECES**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jonny F. Hipp Administrator/Chief Executive Officer Nueces County Hospital District of NUECES COUNTY HOSPITAL DISTRICT, D/B/A MEMORIAL MEDICAL CENTER.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

(Seal)

TX242155  
WR#85878738

NUECES COUNTY HOSPITAL DISTRICT, D/B/A MEMORIAL MEDICAL CENTER

By: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF NUECES**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by

\_\_\_\_\_  
NOTARY PUBLIC, State of

(Seal)

**EXHIBIT \_\_\_\_\_**

Field notes of a 0.017 acre AEP electrical easement out of Lot 4, Block 2, "Portmoor Addition", as shown on the plat recorded in Volume 41, Page 155, Map Records Nueces County, Texas. Said 0.017 acre AEP electrical easement being more particularly described as follows:

**BEGINNING** at a point (Y: 17,173,689.72', X: 1,333,730.40') in the east right of way of 25<sup>th</sup> Street, in the west line of said Lot 4, and for the northwest corner of this AEP electrical easement, from **WHENCE** a 5/8" re-bar found at the intersection of the east right of way of 25<sup>th</sup> Street and the south right of way of Buford Street, and for the northwest corner of Lot 1, Block 2, "Portmoor Addition", as shown on the plat recorded in Volume 23, Page 98, Map Records Nueces County, bears North 01°16'53" West, at a distance of 126.55 feet pass the northwest corner of said Lot 4, and in all a total distance of 327.09 feet.

**THENCE** North 88°43'07" East, a distance of 51.80 feet to a point for an inside corner of this AEP electrical easement.

**THENCE** North 01°16'53" West, a distance of 2.50 feet to a point for an outside corner of this AEP electrical easement.

**THENCE** North 88°43'07" East, a distance of 15.00 feet to a point for the northeast corner this AEP electrical easement.

**THENCE** South 01°16'53" East, a distance of 15.00 feet to a point for the southeast corner of this AEP electrical easement.

**THENCE** South 88°43'07" West, a distance of 15.00 feet to a point for an outside corner of this AEP electrical easement.

**THENCE** North 01°16'53" West, a distance of 2.50 feet to a point for an inside corner of this AEP electrical easement.

**THENCE** South 88°43'07" West, a distance of 51.80 feet to a point in the common line of the east right of way of 25<sup>th</sup> Street and said Lot 4, and for the southwest corner of this AEP electrical easement, from **WHENCE** the southwest corner of said Lot 4, bears South 01°16'53" East, a distance of 378.11 feet.

**THENCE** with the common line of the east right of way of 25<sup>th</sup> Street, said Lot 4, and this AEP electrical easement, North 01°16'53" West, a distance of 10.00 feet to the **POINT of BEGINNING** of this AEP electrical easement, and containing 0.017 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
- 2.) A Map of equal date accompanies this Metes and Bounds description.
- 3.) Set 5/8" re-bar = re-bar set with yellow plastic cap labeled Brister Surveying.

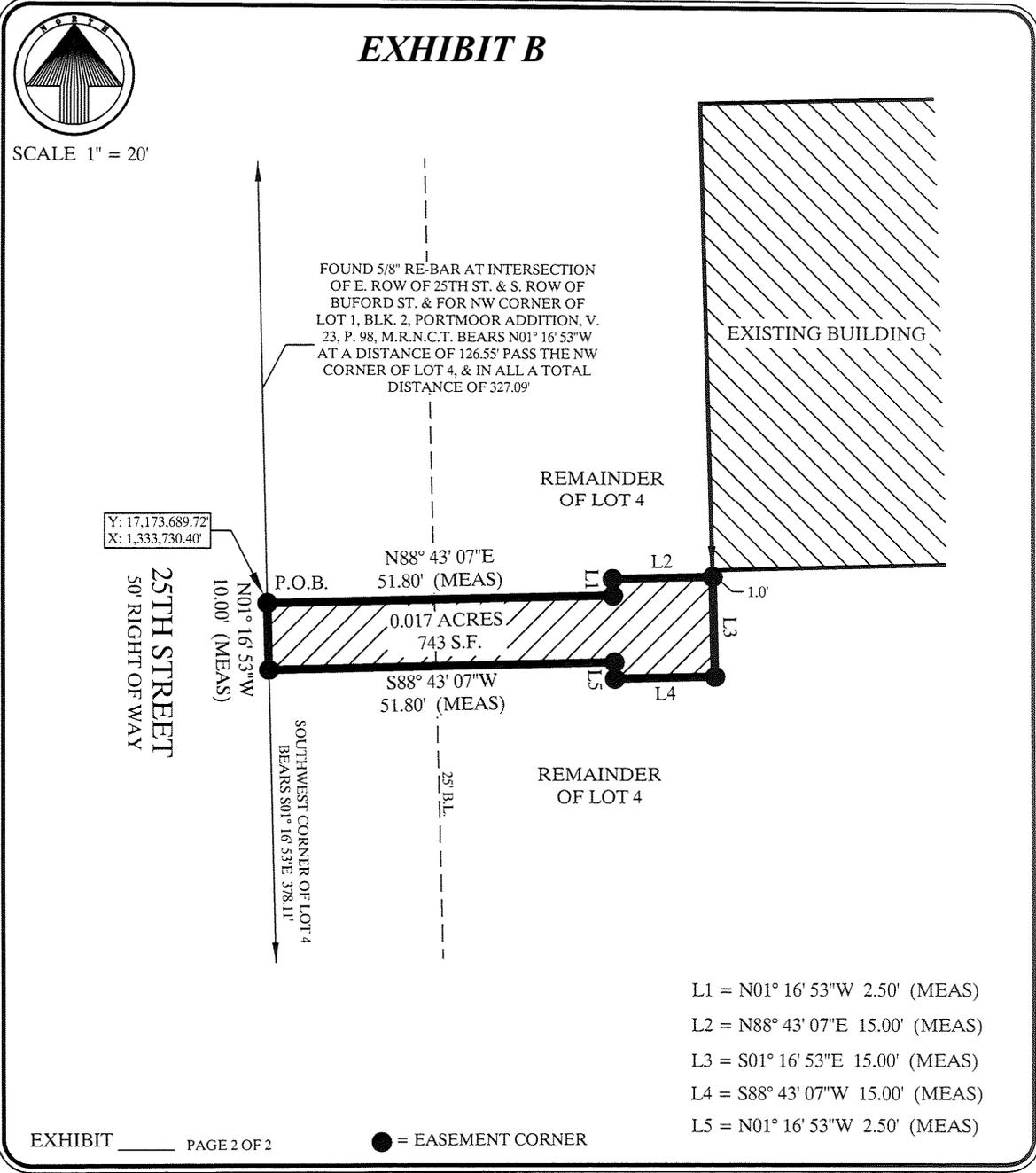
I, Ronald E. Brister do hereby certify that this survey of the property legally described herein was made on the ground this day September 18, 2024 and is correct to the best of my knowledge and belief.



Ronald E. Brister, RPLS No. 5407  
Date: September 23, 2024



**SURVEY OF**  
 A 0.017 ACRE AEP ELECTRICAL EASEMENT OUT OF LOT 4, BLOCK 2,  
 "PORTMOOR ADDITION", AS SHOWN ON THE PLAT RECORDED IN  
 VOLUME 41, PAGE 155, MAP RECORDS NUECES COUNTY, TEXAS.



**Brister Surveying**  
 5506 Cain Drive  
 Corpus Christi, Texas 78411  
 Off 361-850-1800  
 Fax 361-850-1802  
 Bristersurveying@corpus.twbc.com  
 Firm Registration No. 10072800

THIS AEP EASEMENT DOES NOT INCLUDE THE RESEARCH, INVESTIGATION, OR LOCATIONS OF ALL SERVITUDES, EASEMENTS, RIGHT OF WAYS, OR UTILITIES ON THIS PROPERTY.

I, RONALD E. BRISTER DO HEREBY CERTIFY THAT THIS AEP EASEMENT OF THE PROPERTY LEGALLY DESCRIBED HEREIN WAS MADE ON THE GROUND THIS DAY SEPTEMBER 18, 2024, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Ronald E. Brister*  
 RONALD E. BRISTER R.P.L.S. NO. 5407

NOTES:  
 1.) TOTAL SURVEYED AREA IS 0.017 ACRES.  
 2.) MEASURED BEARINGS ARE BASED ON GLOBAL POSITIONING SYSTEM NAD 83 (93) 4205 DATUM.  
 3.) SET 5/8" RE-BAR = STEEL RE-BAR SET WITH YELLOW PLASTIC CAP LABELED BRISTER SURVEYING.  
 4.) A METES AND BOUNDS DESCRIPTION OF EQUAL DATE ACCOMPANIES THIS SURVEY.

SURVEY DATE: SEPTEMBER 23, 2024

JOB NO. 241497

## Jonny F. Hipp (NCHD)

---

**From:** Christopher Sorensen <Christopher.Sorensen@horne.com>  
**Sent:** Monday, December 2, 2024 9:07 AM  
**To:** Donna Littlefield (NCHD); Jonny F. Hipp (NCHD)  
**Cc:** Belinda Espinoza (NCHD); Belinda Espinoza (NCHD); TDEMCOVID19PA; Dana Hunt; eunice.garcia@tdem.texas.gov; Juan Alaniz  
**Subject:** DR 4485 - Nueces County Hospital District - PW #1231 - Project Closeout  
**Attachments:** DR 4485 - Nueces County Hospital District - PW 1231 - P4 Report.pdf; DOB Form.pdf; DR 4485 - Nueces County Hospital District - PW 1231 - Closeout Summary Report1.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

**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.**

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Hello Donna and Jonny,

The reimbursement request for this project was advanced to complete and a payment is in process to reimburse the full obligated amount for the project. We are now getting the project ready for closeout. Please find attached the P.4, DOB, and closeout summary report.

On the P.4, please complete the “Work Done By”, “Actual Date Completed”, and “Final Expenditures” fields. On the DOB form, please complete questions 1-4, and indicate in the funding source fields if any other funding was received. If no other funding was received, please include zeros in those fields. The last document is the closeout summary report. Usually we list any costs that were withheld in this document. In the case of your project, we didn’t identify any costs to hold back. Please sign and return this document to show that you agree to the project costs

Thanks,

Christopher Sorensen

Manager, Government Services | [HORNE](#)

D: 832.335.2287

2100 Space Park Drive, Suite 104 | Houston, TX 77058

[horne.com](#) [LinkedIn](#) [Twitter](#) [Blog](#)

**Federal Emergency Management Agency  
Project Completion and Certification Report (P.4)  
Event: 4485DR-TX (4485DR)**

**Applicant FIPS ID:** 355-UONZ4-00 **Applicant/Subdivision Name:** Nueces County Hospital District

Project #	PW #	Version #	Work Category	Eligible Cost	Cost Share %	Work Done By	Work Completion Percentage	Activity Completion Deadline	Actual Date Completed	Final Expenditures	Comment
742188	01231	0	Z - Management Costs	\$33,747.80	100.00%		99.00%	03/25/2028			

**Federal Emergency Management Agency  
Project Completion and Certification Report (P.4)  
Event: 4485DR-TX (4485DR)**

**Applicant FIPS ID:** 355-UONZ4-00 **Applicant/Subdivision Name:** Nueces County Hospital District

<p>I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.</p>	<p>I hereby certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$_____.</p>
<p>Signed: _____ Applicant's Authorized Representative</p>	<p>Signed: _____ Governor's Authorized Representative</p>
<p>Date: _____</p>	<p>Date: _____</p>

# DRAFT

## NUECES COUNTY HOSPITAL DISTRICT Agenda for 89<sup>th</sup> Texas Legislative Session

December 10, 2024

- 1) **Additional investment in Graduate Medical Education (GME) residency programs training:**
  - a) Texas Legislature:
    - i) Increase Medicaid GME supplemental payments:
      - (a) Work with local legislative delegation, in conjunction with CHRISTUS Spohn, to appropriate additional funds or direct additional funds via state budget riders for benefit of Spohn’s emergency medicine graduate medical education programs including, without limitation, Spohn’s emergency medicine graduate medical program.
    - b) Texas Higher Education Coordinating Board:
      - i) Achieve State’s goal of 1.1-to-1 ratio of Texas residency positions to medical school graduates.
        - (a) Establish funding for existing training slots.
        - (b) Increase funding for new training slots.
        - (c) Incentivize opening of new training slots.
    - c) Health and Human Services Commission:
      - i) Increase Medicaid GME supplemental payments:
        - (a) For non-government-owned teaching hospitals.
        - (b) Per slot increase.
        - (c) Recover additional costs of existing slots.
  - 2) **Reduce deficit of essential medical specialties in Nueces County.**
    - a) Create categories of “essential medical specialties” for Texas counties.
      - a. Create “startup” benefits for physicians and mid-level providers to practice in each category.
        - (a) Reduce loan obligations.
        - (b) Discount malpractice premiums.
        - (c) Create malpractice limitations.
        - (d) Provide malpractice immunities.
        - (e) Guarantee or subsidize incomes.
        - (f) Subsidize housing.
  - 3) **Increase number of law enforcement officers providing crisis intervention services:**
    - a) Commissioned Peace Officers:
      - i) Work with local legislative delegation to establish strategies aimed at increasing the number of commissioned peace officers providing crisis intervention services.
  - 4) **Establish regional state-supported facilities for mental health issues in Nueces County for the following:**
    - a) Adults
    - b) Children
    - c) Persons involved with the justice system.

###

DRAFT



**Nueces County  
Hospital District**

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## Nueces County Physician Needs Assessment Proposal

September 20, 2024



**3Dhealth**

## Table of Contents

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## Nueces County Hospital District's Requirements

Nueces County Hospital District would like to partner with an experienced firm to complete a comprehensive physician needs assessment and patient access analysis for Nueces County, Texas.

### About 3Dhealth

3Dhealth is nationally recognized as the go-to partner for Provider Development Planning and Community Needs Assessments. We have completed thousands of Plans for hundreds of Hospitals and Health Systems for more than 22 years. Our professionals serve clients across the country from our offices in Chicago, Pennsylvania, Tennessee and Wisconsin. We take a practical and direct approach to helping our clients establish a competitive advantage and gain market share in their local communities. Our clients rely on our precise, market-based research and custom analytics to make critical strategic decisions.

We have a passion for fulfilling our mission and demonstrating our values on a daily basis. We accomplish our mission through our dedicated professionals, tested analytics, primary research focus, and daily demonstration of 3Dhealth values.

#### 3Dhealth Values

- Wow Clients Through Service
- Be Smart and Practical
- Quickly Customize Solutions
- Surpass "Big Firm" Deliverables
- Create Fun and a Little Irreverence

Our "personality" can best be described in five ways:

1. **Entrepreneurs:** At our core, we are entrepreneurs. We understand how to make strategic decisions and minimize business risk.
2. **Honest Perspective:** Hospital and health system senior management enjoy our unique combination of custom analytics and unvarnished perspective.
3. **Physician Friendly:** Physicians respect and respond well to our rigorous and direct approach to answering strategic questions.
4. **Board Accepted:** Our clients' Board of Directors rely on the level of detail and accuracy that we bring to strategic assignments.
5. **Relationship Driven:** Our clients return to us time and again to help make critical decisions. In any given year, over 80% of our business comes from established client relationships.

Our clients look for deep expertise rather than surface knowledge across a hundred different topics. Therefore, we focus on five project types, and do them better than anyone in the industry.

Our consulting services include: Provider Development Planning, Medical Staff Development Planning, Community Needs Assessments, Patient Access Studies, Demand for Physicians, and Supply of Physicians.

3Dhealth projects demand for physician services using our proprietary Physician Demand Model. The model was developed with utilization data purchased from the leading actuarial firm Milliman. The commercial physician encounter rates are based on Milliman's proprietary database from nationwide commercial group data representing encounters from over 550-million-member months. Medicare encounter rates are based on the Center for Medicare and Medicaid Services' 5% sample data file, which is comprised of data representing encounters from over 13.8-million-member months.

3Dhealth's baseline Physician Demand Model projects demand for both physician and advanced practice provider services for a traditionally managed patient population. The utilization data is age and gender specific across 45 provider specialties and 25 pediatric sub-specialties. The model is also capable of adjusting the projected demand for physician services across the continuum from loosely to well-managed care, allowing you to better plan for population health management and the expected impact on demand for physician services.

3Dhealth compiles, tests, and iterates our provider supply databases using a variety of sources, including your provider rosters, competitor hospital rosters, mailing list data, CMS data, the AMA Masterfile, physician practice websites, Yelp, Healthgrades, Vitals, and other online resources. In addition, 3Dhealth verifies records with primary research and typically makes outbound telephone calls to 85-90% of the physicians within the database.

## Project Scope, Process, and Deliverables

### Activities

- ✓ Conduct a Kick-Off Meeting with a designated contact at Nueces County Hospital District and any additional key stakeholders to:
  - Confirm project objectives and approach
  - Discuss 3Dhealth's approach, methodology, data sources, timing and deliverables
  - Agree on the Project Plan and timing for key milestones including:
    - Physician Supply Verification
    - Draft Surplus/Deficit Analysis
    - Patient Access Study
    - Nueces County Physician Needs Assessment Presentations
- ✓ Estimate the demand for office-based physician services for Nueces County.
  - Utilize 3Dhealth's proprietary Physician Demand Model to determine the projected demand for physician services for Nueces County.
    - The model was developed with utilization data purchased from the leading actuarial firm Milliman.
    - The commercial physician encounter rates are based on Milliman's proprietary database from nationwide commercial group data representing encounters from over 550-million-member months.
    - Medicare encounter rates are based on the Center for Medicare and Medicaid Services' 5% sample data file, which is comprised of data representing encounters from over 13.8-million-member months.
    - Considers age and gender distribution of the Nueces County population
    - Includes 45 office-based physician specialties and up to 25 pediatric sub-specialties (as needed).
    - Assumes physician productivity utilizing a five-year rolling average of the MGMA median physician productivity benchmarks
- ✓ Compile and verify the physician supply database for Nueces County.
  - Develop a comprehensive physician supply database for Nueces County utilizing a number of public and private sources
  - To further increase the accuracy of the database, verify records with primary research and telephone calls to physicians' offices as needed. Additional research is typically completed in the following circumstances:
    - Age: If a physician's age was not uncovered during the database compilation, 3Dhealth gathers estimates using medical school graduation dates, birth years, or birth dates as available
    - Locations: Physician FTEs are adjusted for physicians that spend time practicing at multiple offices - both inside and outside of Nueces County - based on the days of the week spent at each office (e.g. two days at office 1 and two days at office 2 equate to a 50%/50% location split)
    - Specialties: If a physician practices multiple sub-specialties, his or her FTE is split between the sub-specialties
    - Productivity: Physician FTEs are adjusted for time spent performing non-clinical duties, such as teaching, research, or administrative duties. In the absence of actual FTE data or information, academic physicians are assigned a 0.67 FTE (or portion thereof if explicitly identified as a part-time provider)
- ✓ Complete the Patient Access Study.

- For all office-based physicians within Nueces County, place phone calls to the practice to test for:
  - Whether practices are open or closed to new patients
  - The next available new patient appointment wait time
  - Whether the practice offered an alternative appointment - e.g., APP or physician partner, or alternative site
  - Call scenarios can be customized by specialty and payer type at Nueces County Hospital District's discretion.
- Collect and tabulate the results of the Patient Access Study:
  - Number and percentage of physicians by specialty open, closed or selectively open to new patients
  - Minimum, maximum, and average wait times for the next available new patient appointment by specialty, practice, and/or physician
  - The number of practices that offered an alternative if they were closed to new patients or if wait times were excessive
- Benchmark the results of the Patient Access Study against patient expectations and 3Dhealth's national experience based on our work across the country.
- ✓ Calculate current physician FTE supply by specialty for Nueces County
- ✓ Calculate the resulting current and five-year projected surplus or deficit of community physicians for the Nueces County population.
- ✓ Conduct a conference call to review the draft surplus/deficit results and physician supply database.
- ✓ Incorporate any feedback.
- ✓ Compile the results of the Patient Access Study.
- ✓ Issue the final Nueces County Physician Needs Assessment.
- ✓ Conduct in-person and virtual meetings/presentations, as needed.

#### Deliverables

- Draft Surplus/Deficit Results and Physician Supply Database (Excel file with initial results and physician supply detail)
- Patient Access Detail
- Patient Access Study
- Nueces County Physician Needs Assessment
- Provider Supply Database

#### Timing

- Six Weeks to Draft Results
- Ongoing In-Person and Virtual Meetings/Presentations As Needed

## Physician Needs Assessment Specialties

The following specialties are included Physician Needs Assessment:

### Primary Care Specialties

Advanced Practice Provider  
Family Medicine  
Geriatric Medicine  
Internal Medicine  
Nurse Midwife  
Obstetrics & Gynecology  
Pediatrics

### Medical Sub-Specialties

Allergy & Immunology  
Cardiology - Electrophysiology  
Cardiology - Interventional  
Cardiology - Medical  
Dermatology  
Endocrinology  
Gastroenterology  
Hematology/Oncology  
Infectious Disease  
Nephrology  
Neurology  
Pain Management  
Physical Medicine & Rehab  
Psychiatry  
Pulmonary  
Reproductive Endocrinology  
Rheumatology  
Sleep Medicine  
Sports Medicine

### Surgical Sub-Specialties

Bariatric Surgery  
Breast Surgery  
Cardiac Surgery  
Colon and Rectal Surgery  
General Surgery  
Maternal Fetal Medicine  
Neurosurgery - Cranial  
Neurosurgery - Spine  
Oncology Surgery  
Ophthalmology  
Orthopedic Surgery – Foot & Ankle  
Orthopedic Surgery - General  
Orthopedic Surgery - Hand  
Orthopedic Surgery – Hip & Knee  
Orthopedic Surgery – Shoulder & Elbow  
Orthopedic Surgery - Spine  
Otolaryngology  
Plastic Surgery  
Podiatry  
Thoracic Surgery  
Urology  
Vascular Surgery

## 3Dhealth Project Team

Ron Flower, President & CEO, will lead the engagement. Sarah Catrambone, Manager, and Andrew Gargiulo, Manager, will assist Ron with the completion of the analytics and deliverables.

**Ron Flower, President & CEO.** Ron is a recognized Healthcare Analyst and Strategist. For more than 18 years, Ron has worked directly with 3Dhealth's clients to develop customized solutions to their Provider Development Planning needs. Having started with 3Dhealth as an Analyst, he knows every component of 3Dhealth's Provider Development Planning from the ground up. His experience now spans 42 states and includes Academic Medical Centers, Critical Access Hospitals, both national and regional health systems, physician groups, urban and rural markets, and everything in between.

As President & CEO of 3Dhealth, Ron leads all aspects of client engagements and is responsible for professional development across the firm. In addition to Provider Development Planning, Ron's areas of expertise include Community Needs Assessments, Market Assessments, and Feasibility Studies. He is also a noted speaker, regularly presenting at The Association for Advancing Physician and Provider Recruitment's (AAPPR) annual conference, educational meetings for state and regional affiliates of AAPPR, and retreats for hospital/health system Boards and Senior Leadership Teams.

Prior to 3Dhealth, Ron was the Director for SCORE! Educational Centers, a subsidiary of Kaplan and The Washington Post Company.

When not at work, Ron can usually be found spending time with his wife, Danelle, and son, Sebastian. Together, the three enjoy traveling, riding bikes, playing soccer, spending time at the beach, rooting for the Chicago Cubs and anything else that involves family and friends.

**Sarah Catrambone, Manager.** Sarah began working as a Research Associate for 3Dhealth in 2014 while she was in college. Upon graduation, Sarah accepted a full-time position as an Analyst and is now a Manager. As a Manager, Sarah's responsibilities include performing both primary and secondary research, gathering, organizing, and analyzing client data, and communicating analyses and research findings to project team members and clients. She is also involved in strategy development and leads partner deliverable preparation. Sarah trains all Analysts and Consultants within 3Dhealth.

In her free time, Sarah loves spending time with her family and friends. Born and raised in Chicago, Sarah has taken full advantage of living in the city. She enjoys everything Chicago has to offer by frequenting the many different restaurants, baseball games, concerts, and shopping options.



**Andrew Gargiulo, Manager.** As a Manager, Andrew is responsible for the development of project analytics and deliverables. Andrew works closely with Shane, Ron and Joanne in strategy development and delivers this strategic insight to clients. He also works closely with Joanne and Sarah in training of the 3Dhealth team.

Andrew grew up on the Mississippi Gulf Coast and earned a B.S. in Neuroscience and Cognitive Studies from Millsaps College. After graduating, Andrew moved to Philadelphia to pursue a PhD in Behavioral Neuroscience at Drexel University, where he studied the neurobiology underlying the drive to drink alcohol. Andrew then taught as a professor at Bryn Mawr College, where he studied sex differences in responses to stress and cognition. Across these experiences, Andrew presented at numerous local, national, and international conferences and authored numerous scientific publications. 3Dhealth allows Andrew to blend his passion for data analysis with practical, real-world applications in the health care industry.

Outside of 3Dhealth, Andrew loves to visit Philly for its restaurants and bars, museums and concerts, and history. Outside the city, he also enjoys hiking, biking, and spending time at the beach.

## Relevant Experience

3Dhealth has completed hundreds of Provider Development Plans and thousands Community Needs Assessments for both Hospital, Health System, and Physician Group clients across the country.

### AdvocateAuroraHealth



## Proposed Fees

Total fees for the project are based upon the proposed scope of work, include a 20% new client discount and total:

<b>Component</b>	<b>Professional Fees</b>
Current and Projected Surplus/Deficit Analysis	\$14,000.00
Patient Access Study	<u>\$10,000.00</u>
Total Retail Professional Fees	\$24,000.00
<i>Less 20% New Client Discount</i>	<u><i>(\$4,800.00)</i></u>
<b>Total Discounted Professional Fees</b>	<b>\$19,200.00</b>

Out-of-pocket expenses including travel, copies and binding, data purchases, and other reasonable project-related expenses will be billed as incurred at cost. Data fees include Milliman physician utilization rates, Claritas demographics, and IQVIA physician supply and total \$1,500.00.

3Dhealth follows the IRS recommended guidelines for travel.

25% of the professional fees and 100% of the data costs are due upon signing of a Consulting Agreement. The remainder of the professional fees and out of pocket expenses will be billed monthly over the course of the engagement and are payable within 30 days of being billed.

## Contact Information

Ron Flower  
President & CEO  
Office: 312-423-2673  
Cell: 773-209-6311  
[RFlower@3Dhealthinc.com](mailto:RFlower@3Dhealthinc.com)

# Consulting Agreement

## Client Information

Name: Nueces County Hospital District

Phone: 361-808-3800

Contact Person: Jonny Hipp

3Dhealth, a Wisconsin corporation ("3D"), agrees to provide consulting services ("Consulting Services") to Nueces County Hospital District ("Client"), in connection with Client's project ("Project") of completing a comprehensive physician needs assessment and patient access analysis for Nueces County, Texas. 3D and Client (collectively, "Parties") understand and agree that 3D shall perform the following Consulting Services, which are of a ministerial nature in support of Client in its Project.

## Project Scope

### **Activities**

- ✓ Conduct a Kick-Off Meeting with a designated contact at Client and any additional key stakeholders to:
  - Confirm project objectives and approach
  - Discuss 3Dhealth's approach, methodology, data sources, timing and deliverables
  - Agree on the Project Plan and timing for key milestones including:
    - Physician Supply Verification
    - Draft Surplus/Deficit Analysis
    - Patient Access Study
    - Nueces County Physician Needs Assessment Presentations
- ✓ Estimate the demand for office-based physician services for Nueces County.
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    - Includes 45 office-based physician specialties and 25 pediatric sub-specialties.
    - Assumes physician productivity utilizing a five-year rolling average of the MGMA median physician productivity benchmarks
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  - Develop a comprehensive physician supply database for Nueces County utilizing a number of public and private sources
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- Locations: Physician FTEs are adjusted for physicians that spend time practicing at multiple offices - both inside and outside of Nueces County - based on the days of the week spent at each office (e.g. two days at office 1 and two days at office 2 equate to a 50%/50% location split)
  - Specialties: If a physician practices multiple sub-specialties, his or her FTE is split between the sub-specialties
  - Productivity: Physician FTEs are adjusted for time spent performing non-clinical duties, such as teaching, research, or administrative duties. In the absence of actual FTE data or information, academic physicians are assigned a 0.67 FTE (or portion thereof if explicitly identified as a part-time provider)
- ✓ Complete the Patient Access Study.
  - For all office-based physicians within Nueces County, place phone calls to the practice to test for:
    - Whether practices are open or closed to new patients
    - The next available new patient appointment wait time
    - Whether the practice offered an alternative appointment - e.g., APP or physician partner, or alternative site
    - Call scenarios can be customized by specialty and payer type at Client's discretion.
  - Collect and tabulate the results of the Patient Access Study:
    - Number and percentage of physicians by specialty open, closed or selectively open to new patients
    - Minimum, maximum, and average wait times for the next available new patient appointment by specialty, practice, and/or physician
    - The number of practices that offered an alternative if they were closed to new patients or if wait times were excessive
  - Benchmark the results of the Patient Access Study against patient expectations and 3Dhealth's national experience based on our work across the country.
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- ✓ Conduct in-person and virtual meetings/presentations, as needed.

#### Deliverables

- Draft Surplus/Deficit Results and Physician Supply Database (Excel file with initial results and physician supply detail)
- Patient Access Detail
- Patient Access Study
- Nueces County Physician Needs Assessment
- Provider Supply Database

#### Timing

- Six Weeks to Draft Results
- Ongoing In-Person and Virtual Meetings/Presentations as Needed

## Specialties Included in the Assessments

### **Primary Care Specialties**

Advanced Practice Provider  
Family Medicine  
Geriatric Medicine  
Internal Medicine  
Nurse Midwife  
Obstetrics & Gynecology  
Pediatrics

### **Medical Sub-Specialties**

Allergy & Immunology  
Cardiology - Electrophysiology  
Cardiology - Interventional  
Cardiology - Medical  
Dermatology  
Endocrinology  
Gastroenterology  
Hematology/Oncology  
Infectious Disease  
Nephrology  
Neurology  
Pain Management  
Physical Medicine & Rehab  
Psychiatry  
Pulmonary  
Reproductive Endocrinology  
Rheumatology  
Sleep Medicine  
Sports Medicine

### **Surgical Sub-Specialties**

Bariatric Surgery  
Breast Surgery  
Cardiac Surgery  
Colon and Rectal Surgery  
General Surgery  
Maternal Fetal Medicine  
Neurosurgery - Cranial  
Neurosurgery - Spine

Oncology Surgery  
Ophthalmology  
Orthopedic Surgery - General  
Orthopedic Surgery - Hand  
Orthopedic Surgery - Spine  
Otolaryngology  
Plastic Surgery  
Podiatry  
Thoracic Surgery  
Urology  
Vascular Surgery

### **Pediatric Medical Sub-Specialties**

Pediatric Allergy & Immunology  
Pediatric Cardiology  
Pediatric Dermatology  
Pediatric Developmental-Behavioral  
Pediatric Endocrinology  
Pediatric Gastroenterology  
Pediatric Genetics  
Pediatric Hematology/Oncology  
Pediatric Infectious Disease  
Pediatric Nephrology  
Pediatric Neurology  
Pediatric Pain Management  
Pediatric Psychiatry  
Pediatric Pulmonary  
Pediatric Rehabilitation Medicine  
Pediatric Rheumatology  
Pediatric Sports Medicine

### **Pediatric Surgical Sub-Specialties**

Pediatric Cardio/Thoracic Surgery  
Pediatric Neurosurgery  
Pediatric Ophthalmology  
Pediatric Orthopedic Surgery  
Pediatric Otolaryngology  
Pediatric Plastic Surgery  
Pediatric Surgery  
Pediatric Urology

Fees for Services

Professional fees for the project are based upon the proposed scope of work, include a 20% new client discount and total \$19,200.00.

Out-of-pocket expenses including travel, copies and binding, and other reasonable project-related expenses will be billed as incurred at cost. 3D follows the IRS recommended guidelines for travel.

Data purchases include Milliman physician utilization rates and Claritas service area demographics and total \$1,500.00.

25% of the professional fees and 100% of the data costs are due upon signing of a Consulting Agreement. The remainder of the professional fees and out of pocket expenses will be billed monthly over the course of the engagement and are payable within 30 days of being billed.

Client hereby acknowledges that it has read and understands the Terms & Conditions attached hereto and any other attachments hereto, all of which are incorporated herein by reference, and it agrees to be bound hereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later of the dates set forth below.

Nueces County Hospital District

3Dhealth

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL TERMS & CONDITIONS

1. **GENERAL.** The General Terms & Conditions set forth herein are incorporated in and part of that certain Consulting Agreement ("Agreement") to which it is attached by and between the Parties thereto, which shall be referred to herein as 3Dhealth ("3D") and Client respectively.

2. **ACCEPTANCE; TERM.** This Agreement is not binding upon 3D, and its term (the "Term") shall not commence, until (a) 3D's actual receipt of the Agreement signed by an authorized representative of the Client adopting all of the Terms & Conditions without qualification and (b) execution of the Agreement by an authorized representative of 3D. The Term shall continue until the Project (as defined in the Agreement) is completed, unless terminated earlier as provided below.

3. **TERMS OF PAYMENT.** Client shall be invoiced 25% of the professional fee and 100% of the data cost upon signing the Consulting Agreement and then monthly as the project progresses. Invoices shall be due and payable within 30 days of receipt of the invoice by Client.

4. **EXPENSES.** Client shall promptly reimburse 3D at cost for all out-of-pocket expenses attributable to the Project or incurred in connection with the Consulting Services (as defined in the Agreement), including travel, accommodation, meals, photocopying, courier, telephone, facsimile and other related expenses.

5. **WARRANTY.** 3D warrants that it shall perform all Consulting Services competently and in a timely and professional manner, exercising all of the diligence and care normally exercised in the performance of comparable tasks. 3D has been engaged to collect, analyze, interpret and explain various data, and make recommendations to Client. 3D cannot guarantee its recommendations or Client's success in implementing the same. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, 3D MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE.

6. **INDEPENDENT CONTRACTOR.** The relationship of the parties under this Agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this Agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority. 3D has the sole right to control and direct the means, details, manner, and methods by which the Consulting Services will be performed, and the right to perform the Consulting Services at any time, place, or location.

7. **ASSIGNMENT.** Each party shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8. **NON-SOLICITATION.** During this Agreement and for a period of 12 months following the termination of this Agreement, each party shall not, directly or indirectly, for their own account or for any other person or entity, solicit, hire or otherwise engage the services of any personnel of the other party without the prior written consent of the party.

9. **CONFIDENTIAL INFORMATION.** 3D recognizes and acknowledges that, in performing Consulting Services, it may come into possession of certain confidential information of Client ("Confidential Information"). 3D agrees that, except as directed by the Client, it shall not at any time during or after the Term disclose any Confidential Information to any person. It is understood that the Confidential Information does not include information that (a) becomes generally available to the public other than as a result of disclosure by 3D, (b) becomes available to 3D from a source other than Client if that source is not subject to a confidentiality obligation regarding such information, or (c) must be disclosed by order of court or other process of law.

10. **TERMINATION BY CLIENT.** This Agreement is based on the Client's commitment to the Project. However, the Client may cancel this agreement upon two weeks prior written notice, *provided, however*, that client agrees to pay for all Consulting Services rendered and expenses incurred through the effective date of termination.

11. **TERMINATION BY 3D.** 3D may terminate this Agreement upon two weeks prior written notice to Client if (a) Client is unwilling or unable to accept delivery of the services necessary to complete the Project on the delivery date agreed upon by the parties and (b) the parties are unable to agree upon another date for delivery.

12. **LIMITATION OF LIABILITY.** Client's sole and exclusive remedy for breach or any other claim in connection with the Agreement or the Consulting Services provided pursuant thereto shall be for a refund of any part of the Total Project Cost paid by Client. In no event shall 3D be liable to Client or any third-party for any special, indirect, incidental or consequential damages in

connection with or as a result of the performance, non-performance, delivery or non-delivery of the services of 3D, or for any charges or expenses of any nature incurred without 3D's written consent, and Client indemnifies and holds 3D harmless from any and all such claims of damage by Client or others.

13. **DELIVERY DATES; FORCE MAJEURE.** All delivery, start and completion dates are approximate and 3D shall not be responsible for any damage of any kind resulting from any delay. 3D shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God or terrorists, the elements, labor disputes, accidents, any governmental action, prohibition or regulation, shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the Project, failure of any party or third-party to perform any contract with 3D or Client relative to the Project, or from any other cause whatever beyond 3D's control (collectively, the "Force Majeure Conditions").

### 14. MISCELLANEOUS.

(a) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, legal representatives and permitted assigns.

(b) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of the Client location, without regard to conflict of laws principles. Client and 3D agree that any cause of action that may arise in any way under or due to this Agreement shall be brought and have venue in the County of the Client.

(c) **Notices.** All notices which are required to be given shall be in writing and delivered to the address set forth on the Agreement attached hereto. Any such notice shall be delivered by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon the date hand delivered or three days after mailing.

(d) **Severability.** The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, it shall be construed to make it valid and enforceable by limiting it as to time, subject or geographical scope as required under applicable law.

(e) **No Waiver.** All rights, privileges and remedies afforded 3D shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy.

(f) **Non-Exclusivity.** Client agrees and acknowledges that 3D is performing the Consulting Services hereunder on a non-exclusive basis and 3D is free to contract with any other parties to perform consulting services.

(g) **Entire Agreement.** These General Terms and Conditions and the Agreement attached hereto and any other attachments thereto together constitute the entire final, complete and exclusive understanding and agreement between the Client and 3D regarding the subject matter and supersedes all prior representations, proposals or understandings. The Agreement may be amended, modified or supplemented only in writing as agreed to by the Parties.



# NUECES COUNTY HOSPITAL DISTRICT

Professional Services  
Strategy + Marketing + Outreach

Tuesday, October 22, 2024



# AGENCY OVERVIEW



MDR

MDR Advertising + Digital + Media

# AGENCY SNAPSHOT



HEALTHCARE

TRAVEL & LEISURE

RETAIL & LIFESTYLE

ENERGY & INDUSTRY

FOOD & BEVERAGE

HIGHER EDUCATION

FINANCIAL

# 26

TEAM MEMBERS

CREATIVE STRATEGISTS (5)

COPYWRITERS (5)

DESIGNERS (7)

MEDIA BUYERS (4)

DIGITAL DEVELOPERS (3)

DATA ANALYSTS (3)

ANIMATORS (3)

VIDEO EDITORS (2)

ACCOUNT MANAGERS (5)

FINANCE MANAGERS (3)

ESTABLISHED

# 1974

# 12Y

AVERAGE LENGTH  
OF PARTNERSHIP

# 150M

DOLLARS IN  
PLACED MEDIA

# 800

CREATIVE  
AWARDS

# 250%

AVERAGE ROI  
FOR OUR CLIENTS

# 50Y

MARKETING  
EXPIERNECE

# 100%

INDEPENDENTLY  
OWNED

## BRANDS WE'VE PARTNERED WITH

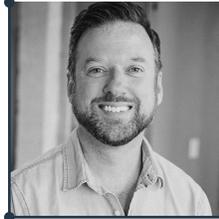


# MDR Advertising + Digital + Media

# YOUR NCHD TEAM



**VENESSA  
SANTOS-GARZA**  
Account  
Strategist



**STEPHEN  
RYBAK**  
Principal & CCO



**JACKIE  
SWONKE**  
Sr. Director of  
Creative  
Strategy



**QUINTON  
SMITHWICK**  
Media  
Director



**JENNA  
WARD**  
Senior Media  
Manager



**JOEL  
CANTU**  
Digital  
Media Buyer



**NOE  
GARCIA**  
Web  
Developer/SEO



**ALYSSA  
GARZA**  
Senior Designer  
& Illustrator

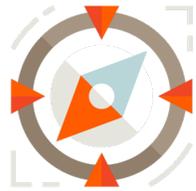


**SHERRY  
ROBESON**  
Sr. Director  
of Marketing

# OUR APPROACH



# OUR WORK PROCESS



## MAP

Marketing  
Action  
Plan

Diagnostic in nature, this plan is a roadmap to guide brand building decisions. It's intended to discover, audit and assess the current situation and recommend prioritized actions to meet internal and external marketing objectives. Your customized MAP will uncover needs, plot priorities, set attainable goals and develop aspirations.



## SET

Strategic  
Execution  
& Tactics

Strategic at its core, this plan will refine, and plot brand and marketing strategies based on MAP findings. It is intended to inform detailed tactical plans for the launch, release and execution of brand initiatives both internally and externally.



## BAM

Brand  
Alignment  
Masterplan

This is a comprehensive 360-degree brand guidebook that will inform all brand decisions and rollout strategy. It serves as a reference tool to assist marketing teams to maintain and continue to grow the brand by laying out a groundwork for future marketing phases and brand evolution and innovation.

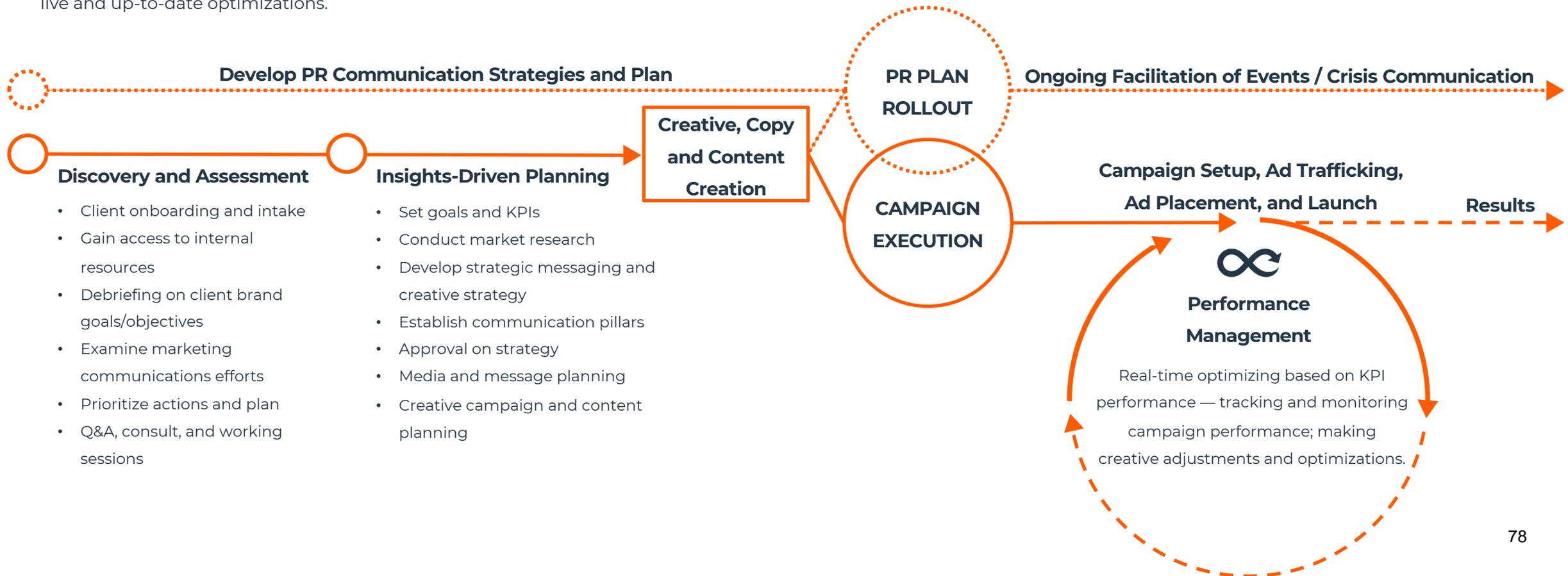
MARKETING ACTION PLAN

STRATEGIC EXECUTION & TACTICS

BRAND ALIGNMENT MASTERPLAN

# USE END-TO-END STRATEGY

The Insights-Driven Planning Phase is the greatest opportunity for initial research and understanding — from audience and consumer insights, brand studies, competitive and industry analysis, etc. The secondary research phase is throughout — brand lift studies in live campaigns, foot traffic and attribution, and social listening research tools to make live and up-to-date optimizations.



# DEPLOY PREMIUM TECH TOOLS



## Market and Consumer Research

Premium tools to conduct primary and secondary research for market and consumer insights.



## Competitive Tools

Access to a connected system of competitive research tools to properly position and optimize buys.



## Data Partners

Enhanced targeting and personalized marketing efforts to drive better campaign results.



## Social Listening

Activation across the digital ecosystem — including a team certified in social and search advertising.



## Digital Activation and Ad Verification

Cherry-picked digital partners managed by our in-house experts — social and programmatic executions.



## Premium Media Inventory

Guaranteed presence on the most premium inventory and publishers of your choice.



# GAIN CONSUMER INTELLIGENCE

By harnessing the power of AI, our Predictive Modeling tool continuously adapts to consumers' needs giving us the insight to do it right.



This resource provides the most precise data available to connect with your customers when and where they are most likely to convert. We'll know what your audience is looking for even before they do so we can make confident, data-driven decisions that maximize your media budget.

[View Some Recent Strategic Media Case Studies](#)

# APPLY FULL-FUNNEL EXECUTION

## Full-Funnel Channels / Media Tactics

Customer's journeys and the marketing funnel are increasingly complex and fragmented, especially due to the digital landscape. We take a full-funnel approach that drives awareness and demand across multiple channels simultaneously.

By understanding the customer journey, we can best utilize each of our engagement channels to create meaningful touchpoints for our customer that, ultimately, lead them through purchase as loyal advocates.

### DIGITAL TOUCHPOINTS



# MDR Advertising + Digital + Media

# ACTIVATE MEDIA

## Media Planning and Strategy

Strategically crafted media plans to optimize audience engagement and campaign success.

- Media Plan Development
- Audience Research
- Segmentation Analysis
- Industry Benchmarking
- Channel Recommendations
- Tracking Strategies
- Creative Recommendations
- Performance Forecasting

## Campaign Structure

Organized frameworks for effective campaign execution and asset management.

- In-Platform Account Builds
- Campaign Builds
- Audience Onboarding
- Tracking Implementation
- Creative Trafficking
- Reporting Builds

## Execution and Optimization

Dynamic management and continual refinement to maximize campaign performance.

- Campaign QA Process
- Day-to-Day Campaign Management
- Optimization Logs
- A/B Testing
- Attribution Monitoring
- Delivery Compliance
- Brand Lift Studies
- Visitation Tracking

## Reporting and Analytics

Comprehensive reporting solutions for actionable insights and strategic evaluation.

- Maintain Dashboards and Workspace
- Client Access Management
- MDR Support & Management
- End-of-Month Automated Reporting
- End-of-Quarter Reporting
- End-of-Flight Reporting
- Custom Reporting

**Agnostic AdTech:** Although we have a premium network of partners, tools, and technologies, we are always empowering our services by continuously evaluating our AdTech to enhance value for our clients

**Consolidated Billing:** Billing is simplified with a single invoice based on media spend — ensuring every dollar is accounted for through a stringent reconciliation and billing process.

# REPORT & OPTIMIZE

Relevant optimizations to the campaign require enough data and execution of current strategies to get an understanding of performance, we typically recommend and implement the following:



## Weekly Tracking

Weekly sync and reviews allow our team to analyze performance to KPIs and swiftly implement relevant. media optimizations.

### Optimizations Include

- Targeting adjustments
- Placement level adjustments
- Bid/Budget Adjustments
- Creative allocation changes
- Day of Week/ Time of Day adjustments



## Monthly/Quarterly Reporting

Monthly or quarterly report of campaign performance allows us to consider recommendations towards targeting, partners and creative.

### Optimizations Include

- Targeting adjustments
- Placement level adjustments
- Bid/Budget Adjustments
- Creative allocation changes
- Day of Week/ Time of Day adjustments



## 24/7 Dashboard Access

Real-time access to the campaign data for both our teams allows an ongoing, open dialogue and monitoring of campaign performance.

### Views Include

- Fully customized dashboards based on your preference.
- KPIs-focused dashboards aligned to tactical plan and measurement brief for the campaign

# DASHBOARD REPORTING

## Real-time, live dashboard reporting

allows our clients to have on-demand access to up-to-date campaign performance data where clients can gain insight into what is driving performance on their campaigns.

Our fully integrated platform can aggregate hundreds of APIs to bring all your current and new data into one easy-to-use tracking system that is custom-tailored to your needs.

 24/7 reporting access via web-based UI

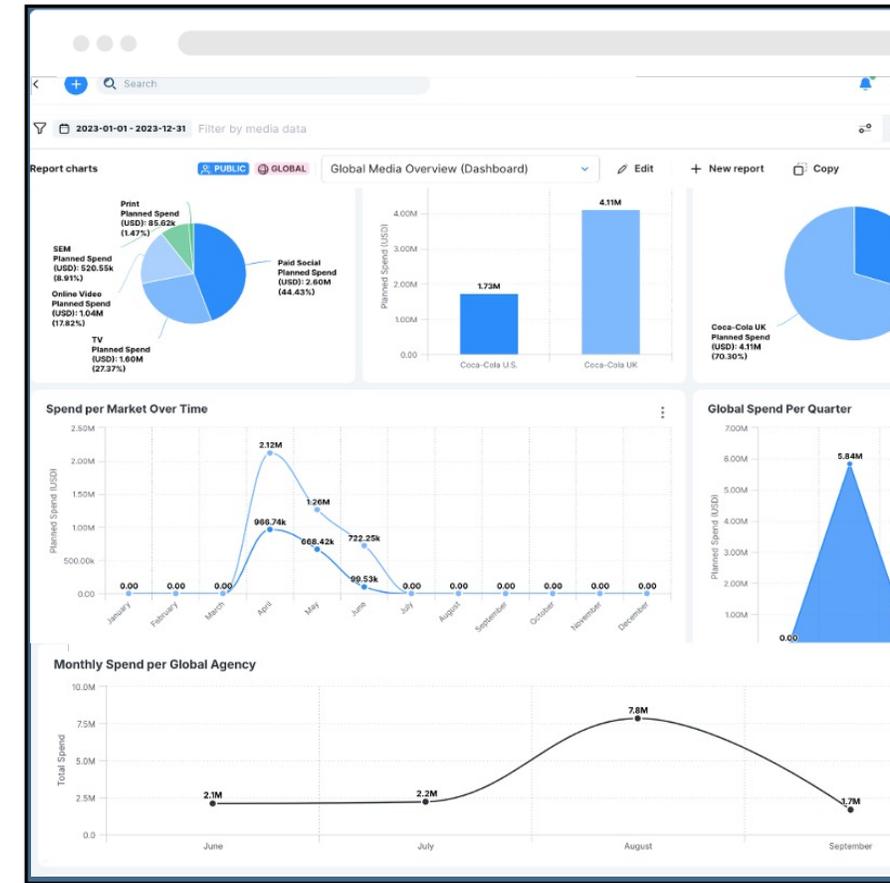
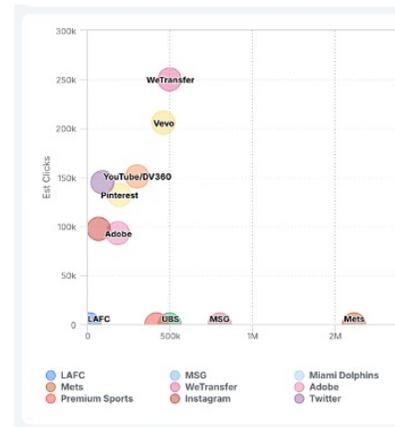
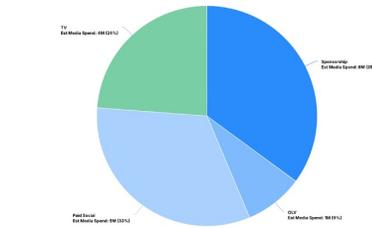
 Granular performance reporting

 Updated daily

 Dedicated MDR support

 Downloadable data & graphics

 Built for your campaign's KPI



# PROPOSED TIMELINE & BUDGET



Fiscal Year 2024-2025

# PROPOSED BUDGET

## Professional Services

**\$200,000**

- Discovery, meetings, strategy, planning
- Marketing Action Plan (MAP)
  - Brand assessment, diagnosis and direction, short-term and long-term planning
- Brand standards guide
- Brand voice and messaging, strategy and creative consult.
- Media planning, buying, reporting and optimization.
- Ongoing marketing consult/support
- All focused on KPIs determined by the MAP (ex. Enrollment, site visits, internal awareness, public awareness, perception)

## Production Budget

**\$250,000**

- Capture and produce video, image assets
- Printed collateral materials, promotional items
- All other out-of-house expenses

## Working Media

**\$350,000**

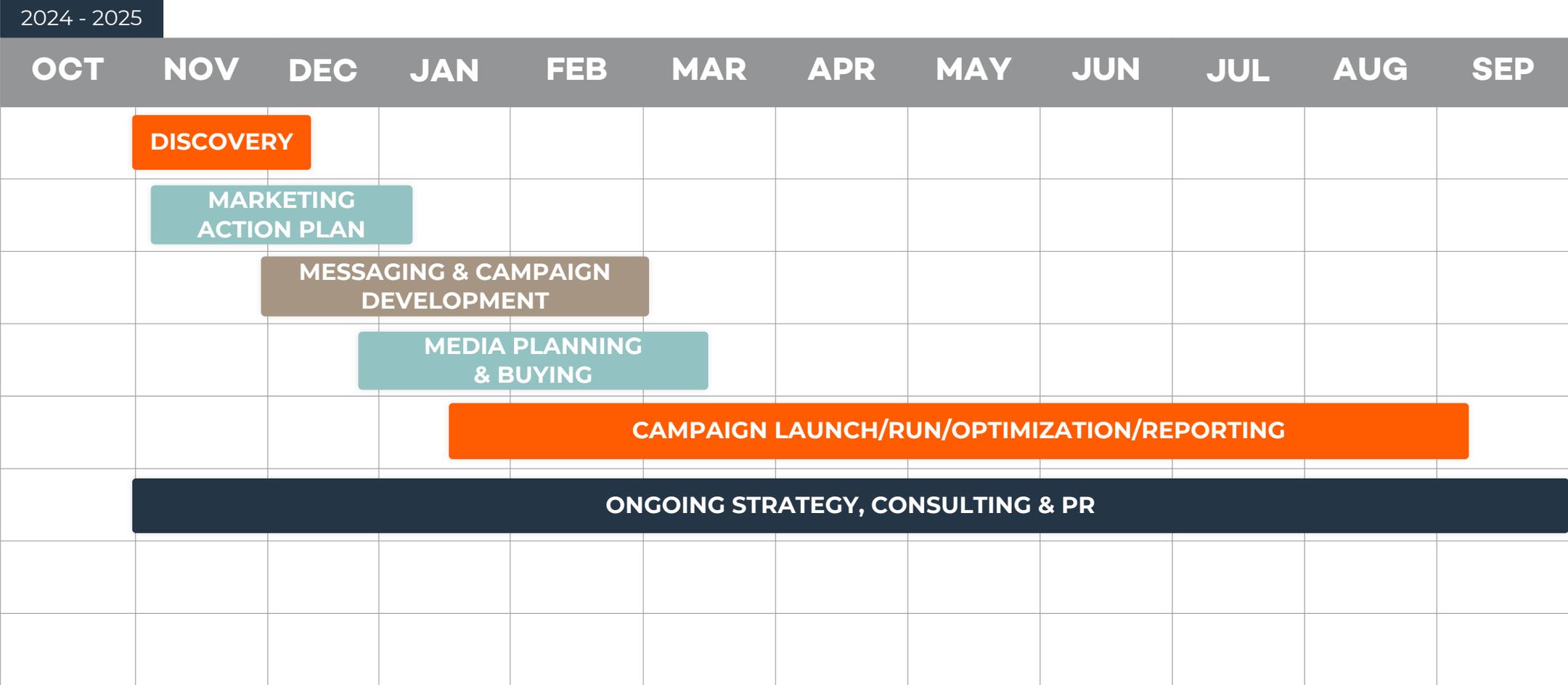
Goes directly towards the actual purchase of media placements

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**TOTAL**

**\$800,000**

# PROPOSED TIMELINE



**THIS  
COULD  
BE BIG.**

**AMBITIOUS?  
LET'S TALK.**

**Stephen Rybak**

Principal/CCO

[stephen@mdradvertising.com](mailto:stephen@mdradvertising.com)

361.510.1627

**Sherry Robeson**

Marketing Director

[sherry@mdradvertising.com](mailto:sherry@mdradvertising.com)

210.445.3564

[mdradvertising.com](http://mdradvertising.com)

[11thfloorstudios.com](http://11thfloorstudios.com)



# NUECES COUNTY HOSPITAL DISTRICT

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## PROPOSED SCOPE OF WORK

As Agency of Record (AOR), MDR will provide access to an assigned account team for the ongoing informed consultation and strategy development of stated marketing initiatives and campaigns. The purpose of this service agreement is to help direct and execute best-in-class marketing for your team that is on brand, on target and on budget. Your assigned team can also help field and manage related incoming marketing requests and help respond to unforeseen instances that present marketing opportunities. By providing these on-going services, MDR essentially becomes a marketing extension of team always ensuring clear and consistent messaging. This is accompanied by an Authorization to Buy (ATB) which allows us to negotiate and purchase media on your behalf.

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**Professional Services** **\$225,000**

These services include but are not limited to the development of a Marketing Action Plan (MAP), brand assessment, diagnosis and direction to inform brand standards guide, brand voice and messaging, strategy and creative consult. This also includes ongoing marketing consult/support all focused on impacting key performance indicators determined by the MAP (ex. Enrollment, site visits, internal awareness, public awareness, perception)

**Media, Production, Materials & OOH Expenses** **\$775,000**

This covers the expert strategic planning that goes into building, buying, negotiating, optimizing and reconciling media placements across digital and traditional media platforms and channels. This also covers the production of video, audio and printed assets as well as any other out-of-house expenses directly related to marketing efforts.

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**Term:** *This scope is for a one-year term with an option to renew annually beginning October 1, 2024-September 30, 2025.*

418 Peoples Street, Ste 400  
Corpus Christi, TX 78401  
p (361) 883-6327

# TERMS & CONDITIONS

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## Project Delivery and Timeline Management

This agreement is for a one-year term with an option to renew annually beginning **October 1, 2024-September 30, 2025**. Project deliverable schedule details will be established between Account Strategist and client marketing contact within 30 days of project start.

## Billing and Payment

MDR will invoice monthly costs for services outlined herein due upon receipt **(12x \$18,750 = \$225,000)**. Media billing will be invoiced as they are received from vendors. If the account is not kept current, MDR reserves the right to stop all work until brought to current status.

## Media Placement

MDR earns a 15-25% management fee on all media placed/purchased up to \$3 million. Percentage varies based on mediums and will be disclosed and agreed to by both parties prior to ad placements. This management fee amount is received by billing gross media and typically covers planning, negotiating, placing, tracking, reconciling, reporting, and payment of all vendors. MDR media team negotiation and placement typically provide clients better pricing and added value as well as:

- Expertise, research and knowledge of media marketplace
- Real time analytics and reporting dashboard
- Rate and added-value negotiation
- Reconciliation ensuring all media runs as intended
- Request of make goods and/or credits when necessary
- Client time saved buying, managing, tracking, billing and reconciling.
- Identification and research of emerging media trends and opportunities
- Knowledge of new products and services to allow better tracking across all customer touch points
- Access to MDR's paid tools, platforms and subscriptions which may include dashboard analytic reporting options (some access variables contingent on media investment levels)



**MDR**

**Communication**

Should you cease to communicate with us during a project’s planning process for two weeks or more (whether expectedly or unexpectedly), the project will be placed on hold and moved to the bottom of the current waiting list. Should a project remain incomplete 120 days (about 4 months) from the project start date due to breakdowns in communication or client failure to provide necessary files or content, all monies against that project will be forfeited to MDR Advertising, and the project will be cancelled.

**Confidentiality**

All information in this proposal is the property of MDR Advertising. It is confidential and provided for a limited purpose. No part of this document, nor any information may be copied, transmitted, exhibited, furnished, or described to others without the consent of an authorized employee of MDR Advertising.

# AUTHORIZATION

If you approve of the costs and parameters, please confirm by reply and return the signed agreement to MDR. Thank you for the opportunity!

**Stephen Rybak**  
Principal/CCO  
MDR

**Jonny Hipp, ScD, FACHE**  
Administrator/CEO  
Nueces County Hospital District

08/05/2024

**Date**

**Date**

*This offer is good for 14 days. Pricing may be subject to change after this time.*

418 Peoples Street, Ste 400  
Corpus Christi, TX 78401  
p (361) 883-6327

**MDRADVERTISING.COM**

# COLLIER, JOHNSON & WOODS, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

555 N. Carancahua Suite 1000  
Corpus Christi, Texas 78401-0839  
361-884-9347 Fax 361-884-9422  
www.cjw-cpa.com

November 26, 2024

Mr. Jonny Hipp  
Nueces County Hospital District  
555 N. Carancahua, Suite 950-A  
Corpus Christi, TX 78401

Dear Mr. Hipp:

We are pleased to confirm our understanding of the services we are to provide for the Nueces County Hospital District, a component unit of Nueces County, Texas, for the year ended September 30, 2024.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Nueces County Hospital District, a component unit of Nueces County, Texas, which collectively comprise the District's basic financial statements for the fiscal year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Nueces County Hospital District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Nueces County Hospital District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- The Management's Discussion and Analysis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Nueces County Hospital District or to acts by management or employees acting on behalf of Nueces County Hospital District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion.

However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Nueces County Hospital District's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers).

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representation from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, if any, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Other Services**

We will also prepare the financial statements and related notes disclosures of Nueces County Hospital District in conformity with accounting principles generally accepted in the United States based on information provided by you.

We will perform these nonaudit services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with these services, and that you have reviewed these nonattest services prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those service; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Collier, Johnson & Woods P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Regulators or its designee. We will notify you of such a request. If requested, access to such workpapers will be provided under the supervision of Collier, Johnson & Woods P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to cognizant or grantor agencies. The cognizant or grantor agencies may intend, or decide; to distribute the photocopies or information contained therein to others, including other governmental agencies.

Caitlin Chupe is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately November 2024, and to issue our reports no later than January 2025.

We estimate that our fee for the engagement will approximately \$27,750. We do not anticipate the fee to exceed \$27,750 for the services, unless unforeseen circumstances arise. Such circumstances will be discussed when, and if, encountered. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

Our professional fees are based on the value of the services provided. In arriving at this value, we consider several factors, some of which are the complexity of the engagement, results of the engagement, the time required to complete the engagement, and out-of-pocket expenses. We will perform this engagement in the most cost-efficient manner by assigning work to members of the Firm that we believe have the appropriate level of experience and skill for the engagement.

**Reporting**

We will issue a written report upon completion of our audit of Nueces County Hospital District's financial statements. Our report will be addressed to the Board of Managers of Nueces County Hospital District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Nueces County Hospital District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

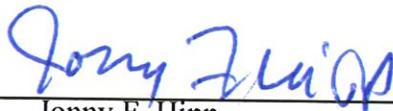
COLLIER, JOHNSON & WOODS  
A Professional Corporation



Caitlin Chupe, CPA  
Shareholder

**RESPONSE:** This letter correctly sets forth the understanding of Nueces County Hospital District.

Officer Signature:



Jonny F. Hipp  
Administrator

Title:

THE STATE OF TEXAS §

COUNTY OF NUECES §

**ORDER (RESOLUTION) AUTHORIZING APPROVAL OF PROPOSED TEXAS STATEWIDE OPIOID SETTLEMENT AGREEMENTS**

**BE IT REMEMBERED**, at a regular meeting of the Board of Managers of the Nueces County Hospital District, Texas, held on the 10<sup>th</sup> day of December, 2024, on motion made by Board Member \_\_\_\_\_ and seconded by Board Member \_\_\_\_\_, the following Order (Resolution) was adopted:

**WHEREAS**, Nueces County Hospital District obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs in the past to the Nueces County Hospital District and will undoubtedly result in significant financial costs in the future; and

**WHEREAS**, Nueces County Hospital District brought or has investigated claims against The Kroger Co. ("Kroger"), and certain other defendants related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the Nueces County Hospital District in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas and/or removed pending remand; and

**WHEREAS**, on October 30, 2024, the Kroger Defendant in the opioid litigation brought by the Nueces County Hospital District, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Kroger Texas Statewide Opioid Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

**WHEREAS**, Special Counsel and the State of Texas have recommended that the Nueces County Hospital District support the adoption and approval of the Texas Agreement in its entirety; and

**WHEREAS**, even though the payments from the settlements reflect partial compensation to the Nueces County Hospital District for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of Managers of the Nueces County Hospital District:

1. Support the adoption and approval the Texas Agreement;
2. Authorizes the Nueces County Hospital District to execute the Texas Release for the Texas Subdivision Participation Form and Release; and
3. Finds as follows:
  - a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Nueces County, Texas; and
  - b. The Board of Managers supports in its entirety the Texas Agreement. The Board of Managers understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Kroger Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The Nueces County Hospital District is hereby authorized to approve and accept the Texas Agreement as set forth herein.

The Administrator of the Nueces County Hospital District is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN MEETING on this the 10<sup>th</sup> day of December, 2024.

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS**

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Jonny F. Hipp, Secretary



## KROGER OPIOID SETTLEMENTS

ATTORNEY-CLIENT AND EXECUTIVE PRIVILEGE

1

## PHARMACY SETTLEMENT HIGHLIGHTS

- Statewide Opioid Settlement Amount \$83,070,120.81\*
- 15/15/70 under (Gov't Code Chapter 403)
  - State Share \$11,297,314.79
  - Subdivision Share: \$11,297,341.79
  - Abatement Share: \$52,720,928.34
- Kroger pays over 11 years (first 2 payments due before 04/2025)
- Return all signed Releases on or before 12/18/24

\*Plus fees

ATTORNEY CLIENT AND EXECUTIVE PRIVILEGE

2



TEXAS OPIOID  
SETTLEMENT  
OVERVIEW



ATTORNEY CLIENT AND EXECUTIVE PRIVILEGE

3

## KROGER SETTLEMENT HIGHLIGHTS

- \$75,315,611.99 over 11 years as a Texas Statewide Opioid Settlement Agreement (SOSA)
- Plus Fees paid by Kroger (\$7,282,379.52)
- Same SOSA amount as the Global
- Kroger Pays settlement funds *directly* into Texas Accounts
- Provides for a Texas Release and Texas Jurisdiction with no federal enforcement or oversight
- Interest stays with the money instead of being used to pay a Global Administrator's costs and expenses

ATTORNEY CLIENT AND EXECUTIVE PRIVILEGE

4

**KROGER ABATEMENT FUNDS  
(ESTIMATED)**

**KROGER ABATEMENT FUND**

\$52,720,928.34

**15%: \$7,908,139.25**

ATTORNEY CLIENT AND EXECUTIVE PRIVILEGE

5

**PHARMACY SETTLEMENT HOSPITAL SHARE**

<b>Defendant</b>	<b>Regional Share</b>	<b>Hospital 15%</b>
Kroger	\$52,720,928.34	\$7,908,139.25

ATTORNEY CLIENT AND EXECUTIVE PRIVILEGE

6

**TX OPIOID SETTLEMENTS ACHIEVED  
THROUGH DALLAS AND BEXAR COUNTY TRIAL SETTINGS**

<b>DEFENDANT</b>	<b>AMOUNT</b>
Janssen	\$296,841,002.36
Endo	\$63,000,000.00
Teva	\$225,000,000.00
Big 3 Distributors	\$1,271,427,627.66
Allergan	\$134,237,638.75
Walgreens	\$324,100,609.00
CVS	\$298,052,252.00
Walmart	\$168,782,373.21
Kroger	\$83,070,120.81
Total to Date	\$2,864,511,623.79

7



**Kara Sands**

Nueces County Clerk  
901 Leopard St #201  
Corpus Christi, TX 78401

**Main:** (361)888-0580

**Receipt:** 20241206000160

**Date:** 12/06/2024

**Time:** 03:43PM

**By:** Dusty G

**Station:** CLERK02

**Status:** ORIGINAL COPY

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<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Public Notice	PBN	2024000527	8	\$0.00	
				<b>Order Total (1)</b>	\$0.00	

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

NUECES COUNTY HOSPITAL DISTRICT

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For more information about the County Clerk's office and to search property records online, please visit <http://www.nuecesco.com/county-services/county-clerk>



\*VG-12-2024-2024000527\*

Nueces County  
Kara Sands  
Nueces County Clerk

Instrument Number: 2024000527

Public Notice

PUBLIC NOTICES

Recorded On: December 06, 2024 03:43 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

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

Kara Sands  
Nueces County Clerk  
Nueces County, TX

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

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

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User: Dusty G  
Station: CLERK02

Record and Return To:

NUECES COUNTY HOSPITAL DISTRICT

RECEIVED

DEC 06 2024

KARA SANDS  
CLERK OF THE COUNTY COURT  
NUECES COUNTY, TEXAS

**NOTICE OF PUBLIC MEETING**  
**NUECES COUNTY HOSPITAL DISTRICT**  
**BOARD OF MANAGERS**

**Board of Managers - Regular Meeting**  
**Tuesday, December 10, 2024 at 12:00 PM**

**Location:**

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

**MEETING IN-PERSON AND VIA VIDEOCONFERENCE CALL**

The Nueces County Hospital District ("NCHD") Board of Managers or a Committee thereof as specified above will hold a meeting on the date and at the time and location shown above. The agenda item(s) for this meeting are set forth on the accompanying page(s); agenda item(s) are not necessarily considered in the order listed.

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

The Texas Open Meetings Act defines a "videoconference call" as a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet. Zoom is an Internet-based communications platform that allows users to connect with duplex audio and video signals. Using Zoom requires an Internet connection and a supported device.

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

**Attend Meeting via Videoconference, Join Zoom Meeting:**

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFBoZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Regular Meeting  
Tuesday, December 10, 2024 at 12:00 PM**

**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.
- Judge Mariana Garza
- 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. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST.** Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**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.

**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:

A. Approve Board of Managers Regular Meeting minutes of October 22, 2024.

B. Approve the following agreements:

1. Grant Agreement between the Hospital District and Coastal Bend Wellness Foundation in the amount of \$85,000 for COVID-19 diagnostic testing and other health care services for the residents of the District during the term October 1, 2024 - September 30, 2025.

2. Interlocal Cooperation Agreement between the Hospital District, Nueces County, and the Nueces Center for Mental Health and Intellectual Disabilities in the sum of \$2,550,000 for services 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 Asssertive Community Treatment (FACT) Team for the purpose of providing mental health services, including services for Associated substance abuse issues, during the term October 1, 2024 - September 30, 2025.

3. Amendment No. 1 to Interlocal Agreement Regarding Jail Inmate Healthcare Services between Nueces County and Nueces County Hospital District for the term December 1, 2023 - November 30, 2024 to increase the amount of funding provided by the Agreement from \$4,547,036 to an amount not to exceed \$5,800,000 for costs incurred during said period.

4. Agreement Amendment #1 between Nueces County, Nueces County Hospital District, and Wexford Health Sources, Inc. in an amount not to exceed \$6,080,328 for Medical Services for the Nueces County Jail Facilities during the term December 1, 2024 - November 30, 2025.

C. Approve grant, sale, and conveyance of a perpetual easement and right of way to AEP TEXAS INC. for electric distribution lines relating to renovation of the Nueces County Medical Examiners Facility located on the former Memorial Medical Center campus

owned by the Hospital District.

D. Receive closeout notice from the Texas Department of Emergency Management relating to Federal Emergency Management Agency reimbursement of COVID incident period-related Category Z costs in the amount of \$33,747.80 relating to Event 4485DR-TX, Project # 742188, PW # 01231.

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. **Legislative Committee:**

1. Discuss and consider amending the 89th Texas Legislative Session Agenda. (*ACTION*)

B. **Physician Needs Assessment:**

1. Discuss and consider approving a Consulting Agreement with 3Dhealth for a comprehensive Nueces County physician needs assessment and patient access analysis, and authorize Administrator to execute the Agreement, subject to legal review. (*ACTION*)

C. **Marketing Initiatives:**

1. Discuss and consider approving a scope of work agreement with MDR Advertising relating to the development of Hospital District marketing initiatives and campaigns, and authorize Administrator to execute the agreement, subject to legal review. (*ACTION*)

D. **Administrator's Actions:**

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

a. Engagement of Collier, Johnson & Woods, P.C., Certified Public Accountants to perform an audit of the Hospital District's financial statements of the governmental activities, each major fund, and the aggregate remaining fund information for the fiscal year ended September 30, 2024 (October 1, 2023 - September 30, 2024). (*ACTION*)

E. **Administrator's Briefing:**

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

a. Finance Committee: Tuesday, January 28, 2025, 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, January 28, 2025, 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

c. Board of Managers: Tuesday, January 28, 2025, 12:00 PM (Noon) in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may 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. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071.

A. Consult with attorneys on matters related/relating to *Nueces County Hospital District v. Purdue Pharma, Inc., et al.*, MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas, pursuant to §551.071.

B. Consult with attorneys on matters relating to the Escrow Amendment Conditions Letter Agreement with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

C. Consult with attorneys on matters relating to Mediation Notice received from CHRISTUS Spohn Health System relating to the Amended and Restated Membership Agreement, pursuant to §551.071.

D. Deliberate the Administrator's performance evaluation and related matters, pursuant to §551.074.

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

A. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Consider authorizing the Administrator to execute the Settlement participation and release forms regarding settlement offers from The Kroger Co. in the matter of Texas opioid multi-district litigation for the Hospital District in the matter of *Nueces County Hospital District v. Purdue Pharma, Inc., et al.*, MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas. (**ACTION**)

2. Discuss and consider amending the Administrator's employment agreement. (**ACTION**)

3. Discuss and consider final action, decision, or vote on other matters considered in Closed Meeting. (**ACTION AS NEEDED**)

10. **ADJOURN**

11. Public Notice Posting Receipt.