

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, March 1, 2022 at 10:00 AM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

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

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

A. Call to order.

B. Establish quorum.

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

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

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

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

A. Approve Board of Managers Regular Meeting minutes of January 25, 2022. 8

B. Receive hospital providers' quarterly reports relating to certain Indigent Care Affiliation Agreements associated with participation in the Texas Healthcare Transformation and Quality Improvement Program Medicaid 1115 Waiver for calendar quarter-ended December 31, 2021:

1. CHRISTUS Spohn Health System Corporation Hospitals: Alice, Beeville, and Kleberg (Consolidated Report); 18

2. Corpus Christi Medical Center; and 27

3. Driscoll Children's Hospital. 31

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2022 year-to-date: 32

1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;

2. Emergency medical services provided in unincorporated areas of Nueces County;

3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;

4. Medical services provided at County correctional facilities:

a. Nueces County Jail; and

b. Nueces County Juvenile Detention Center;

5. Funding for alcohol and drug abuse treatment programs:

a. Cenikor (Charlie's Place);

b. Council on Alcohol and Drug Abuse; and

c. Palmer Drug Abuse Program;

6. Funding for diabetes prevention and supporting programs;

7. Public health grants; and

8. Legal and professional fees. <i>(Finance Committee)</i>	
D. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended January 31, 2022. <i>(Finance Committee)</i>	33
E. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. <i>(Finance Committee)</i>	34
F. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended January 31, 2022. <i>(Finance Committee)</i>	35
G. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. <i>(Finance Committee)</i>	39
H. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC):	40
1. <u>Directed Payment Programs</u> - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives: <ul style="list-style-type: none"> a. Comprehensive Hospital Increase Reimbursement Program (CHIRP); b. Network Access Improvement Program (NAIP); c. Texas Incentives for Physicians and Professional Services (TIPPS); d. Uniform Hospital Rate Increase Program (UHRIP); and 	
2. <u>Supplemental Payment Programs</u> - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money: <ul style="list-style-type: none"> a. Disproportionate Share Hospitals (DSH) program; b. Graduate Medical Education (GME); c. Hospital Uncompensated Care (UC) pool; and 	
3. <u>Phase-Out Programs</u> :	

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

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

- 1. Annual update of the HHS Poverty Guidelines from Federal Register, Vol. 87, No. 14, January 21, 2022, pp. 3315-3316; and 41
- 2. Prior HHS Poverty Guidelines and Federal Register References, 1982 - 2022. (**INFORMATION**) 43

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

- 1. Household Resources as required by Program's Handbook Policy No. NA002, Attachment 2, Sections I-B, I-C-1, I-C-23, and I-F; and 52
- 2. Household Income as required by Program's Handbook Policy No. NA002, Attachment 4, Section I-F-3. (**INFORMATION**) 62

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

A. **Finance Committee:**

- 1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended January 31, 2022. (**ACTION**) 73
- 2. Receive reports relating to Nueces Aid Program enrollment for the month-ended January 31, 2022:
 - a. Total Persons and Households Enrolled; 80
 - b. Enrollment Summary; 81
 - c. Denials; 83
 - d. Application Processing Summary; and 84
 - e. Enrollment by Zip Code. (**INFORMATION**) 86

B. **Nueces County Judge/Nueces County Emergency Manager:**

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

C. **COVID-19 Pandemic:**

- | | |
|--|-----|
| <p>1. Discuss and consider action relating to Professional Services Contract between Nueces County Hospital District and Hagerty Consulting, Inc. for disaster recovery administrative services for the term March 1, 2022 - January 31, 2024 with three one-year renewal options; and authorize Administrator to execute Contract and related documents. <i>(ACTION)</i></p> | 89 |
| <p>2. Discuss and consider action relating to December 6, 2021 payment request from Texas Health Institute concerning its dissemination and release of "Advancing Health Equity in Nueces County - Amid and Beyond the COVID-19 Pandemic" Report during the period May - July 2021. <i>(ACTION)</i></p> | 106 |
| <p>D. <u>Public Health:</u></p> | |
| <p>1. Receive and discuss the Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District. <i>(INFORMATION)</i></p> | 126 |
| <p>2. Discuss and consider action relating to a request from Nueces County to reimburse their payout of unused vacation and sick leave for certain County employees working at the Corpus Christi-Nueces County Public Health District that will be transferred to the City of Corpus Christi as a result of the new Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District, and related matters. <i>(ACTION)</i></p> | 135 |
| <p>E. <u>Community Mental Health Initiatives:</u></p> | |
| <p>1. Receive and discuss information presented by Nueces County's Director of Mental Health Programs on Hospital District-funded and other mental health programs. <i>(INFORMATION)</i></p> | |
| <p>F. <u>Indigent Health Care:</u></p> | |
| <p>1. Discuss development of Request for Proposals for Development and Implementation of a Strategic Marketing Plan for Nueces Aid Program Enrollment Growth (RFP); consider approving issuance of RFP. <i>(INFORMATION/ACTION)</i></p> | 137 |
| <p>G. <u>Board of Managers Business:</u></p> | |
| <p>1. Discuss and consider Nueces County Commissioners Court's February 23, 2022 nomination of Shah Islam, M.D. to the Hospital District for the District's consideration of nomination and appointment to the CHRISTUS Spohn Health System Corporation's (CSHS) Board of Directors for a three-year term commencing January 1, 2022 and</p> | 174 |

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

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

H. Administrator's Actions:

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

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

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7. ADMINISTRATOR'S BRIEFING:

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

1. Finance Committee: March 22, 2022, 9:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: March 22, 2022, 10:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. **(INFORMATION)**

8. CLOSED MEETING - Public notice is hereby given that the Board of Managers may elect to go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551 and the Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071. In the event the Board elects to go into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the

presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws:

A. Consult with attorneys on matters relating to the Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District.

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

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

D. Consult with attorneys on matters relating to litigation against opioid drug manufacturers, promoters, and distributors Endo Pharmaceuticals, Teva Pharmaceuticals, AmerisourceBergen, Cardinal Health, and McKesson Corporation and their affiliated companies, and related matters.

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

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

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

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

11. **ADJOURN**

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
JANUARY 25, 2022**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Tuesday, January 25, 2022 in the NCHD Board Room, at 555 N. Carancahua, Suite 950 – A, Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO
Belinda E. Chism	Assistant Administrator, Administrative Services
Donna Littlefield	Director, Accounting & Finance
Mary Esther Guerra	Assistant County Attorney – via Zoom
Melissa Quintanilla	Executive Assistant/Human Resources
Linda Espericueta	Data Base Administrator

OTHERS PRESENT:

LaShae Kuykendall	Collier, Johnson and Woods
Dr. Xavier Gonzales	Director of Mental Health
Becky Rios	Christus Spohn Hospital – via Zoom
Mike Pierce	CC Rehab Hospital – via Zoom
Bridget Cook	Collier, Johnson and Woods – via Zoom
Mark Hendrix	NCMHID – via Zoom
Francisco Zamora	Nueces County Attorney – via Zoom
M. Cocking	Texas Health Institute – via Zoom
Ankit Sanghavi	Texas Health Institute – via Zoom

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

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

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 Y John E. Valls, M.B.A.
 Y Mariana Garza, J.D.
 Y Efrain Guerrero, Jr.

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

- A. Call to order – Ms.Sylvia Tryon Oliver, Vice-Chairman.
The meeting was called to order by Ms. Oliver at 10:03 a.m.
- B. Establish quorum – Ms. Oliver.
A quorum was present with five members in attendance.

**Sylvia Tryon Oliver, Vice-Chairman – PRESENT
Belinda Flores, R.N., Member – PRESENT
John E. Valls, M.B.A., Member – PRESENT
Mariana Garza, J.D., Member – PRESENT @ 10:13 a.m.
Efrain Guerrer, Jr., Member – PRESENT
Daniel W. Dain, Chairman – ABSENT
Vishnu V. Reddy, M.D., Member – ABSENT**

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

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

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

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No one to speak for public comment.

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

A. Approve Board of Managers minutes:

1. Regular Meeting of November 16, 2021; and
2. Special Meeting of December 8, 2021.

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

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

1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;
2. Emergency medical services provided in unincorporated areas of Nueces County;
3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
4. Medical services provided at County correctional facilities:
 - a. Nueces County Jail; and
 - b. Nueces County Juvenile Detention Center;
5. Funding for alcohol and drug abuse treatment programs:
 - a. Cenikor (Charlie's Place);
 - b. Council on Alcohol and Drug Abuse; and
 - c. Palmer Drug Abuse Program;
6. Funding for diabetes prevention and supporting programs;

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7. Public health grants; and

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

D. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended December 31, 2021. (*Finance Committee*)

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

F. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for months-ended November 30, 2021 and December 31, 2021. (*Finance Committee*)

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

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

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

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

3. Phase-Out Programs:

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

Consent agenda approved. Motion by Mr. Valls and seconded by Ms. Flores. MOTION CARRIED.

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

A. Finance Committee:

- 1. Receive and approve Annual Financial Report from Collier, Johnson, & Woods, P.C., Certified Public Accountants on Nueces County Hospital District's governmental activities financial statements, major funds, and aggregate remaining funds for fiscal year ended September 30, 2021. (*ACTION*)

Motion by Mr. Valls and seconded by Ms. Garza, with updated presentation. MOTION CARRIED.

- 2. Receive and approve unaudited financial statements for the months and fiscal year-to-date periods ended October 31, 2021, November 30, 2021, and December 31, 2021. (*ACTION*)

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

- 3. Receive Quarterly Investment Report for fiscal quarter-ended December 31, 2021. (*INFORMATION*)

- 4. Receive reports relating to Nueces Aid Program enrollment for the month-ended December 31, 2021:

- a. Total Persons and Households Enrolled;
- b. Enrollment Summary;
- c. Denials;

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- d. Application Processing Summary; and
- e. Enrollment by Zip Code. (***INFORMATION***)

B. COVID-19 Pandemic:

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

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

- 2. Discuss and consider action relating to Professional Services Contract between Nueces County Hospital District and Hagerty Consulting, Inc. for disaster recovery administrative services for the term February 1, 2022 - January 31, 2024 with three one-year renewal options and authorize Administrator to execute Contract and related documents. (***ACTION***)

**Items 6. B.2. tabled by Mr. Valls and seconded by
Ms. Garza. MOTION CARRIED.**

- 3. Discuss and consider action relating to December 6, 2021 payment request from Texas Health Institute concerning its dissemination and release of "Advancing Health Equity in Nueces County - Amid and Beyond the COVID-19 Pandemic" Report during the period May - July 2021. (***ACTION***)

**Motion to table by Mr. Valls and seconded by
Ms. Flores, to allow Texas Health Institute to respond
to letter that Mr. Hipp sent out via certified mail dated
December 9, 2021. MOTION CARRIED.**

C. Community Mental Health Initiatives:

- 1. Ratify Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District; Agreement relates to the provision of Jail Diversion, Crisis Intervention, and Jail-Based Competency Restoration Services for the period October 1, 2021 –

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September 30, 2022. (*ACTION*)

2. Ratify Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District; Agreement relates to the provision of Forensic Assertive Community Treatment Program Services for the period October 1, 2021 - September 30, 2022. (*ACTION*)

3. Ratify Interlocal Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District; Agreement relates to the provision of Walk-In Crisis Clinic Services for the period October 1, 2021 - September 30, 2022. (*ACTION*)

**Motion to approve, Items 6. C. 1-3.
by Ms. Garza and seconded by Mr. Valls.
MOTION CARRIED.**

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

Dr. Gonzales presented an update to the Board Members.

D. Medicaid 1115 Waiver:

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

E. Board of Managers Business:

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

No Action taken.

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

7. ADMINISTRATOR'S BRIEFING:

A. Applications for consideration of appointment to CHRISTUS Spohn Health System Corporation's Board of Directors for three-year term commencing

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January 1, 2022 and ending December 31, 2024. (**INFORMATION**)

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

1. Finance Committee: February 22, 2022, 9:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: February 22, 2022, 10:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

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

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

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

Ms. Oliver called for Close Session at 12:06 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.

Ms. Oliver called for Open Session at 1:23 p.m.

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

No Action taken.

11. ADJOURN

**Motion to adjourn by Ms. Oliver and seconded by
Ms. Garza. Meeting adjourned at 1:24 p.m.**

**MINUTES
BOARD OF MANAGER
REGULAR MEETING
JANUARY 25, 2022**

PRESIDING OFFICER

Sylvia Tryon Oliver, Vice-Chairman

ATTEST:

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

ABSENT
Wm Dewitt Alsup, General Counsel
Nueces County Hospital District

**SUMMARY OF COMMUNITY BENEFITS PROVIDED BY CHRISTUS SPOHN
HOSPITAL ALICE, CHRISTUS SPOHN HOSPITAL BEEVILLE, AND
CHRISTUS SPOHN HOSPITAL KLEBERG
JANUARY 2022**

Throughout the year, CHRISTUS Spohn Hospital Alice, CHRISTUS Spohn Hospital Beeville and CHRISTUS Spohn Hospital Kleberg (collectively, the “Hospitals”) provide healthcare services to the residents of Nueces County and Region 4, including inpatient and outpatient hospital services at their facilities and other healthcare and educational services in clinics and throughout the community. As part of their collaboration with the Nueces County Hospital District (“the District”), memorialized in the Nueces County Indigent Care Affiliation Agreement, the Hospitals have agreed to provide the District reports summarizing the services they provide in the community. In accordance with the State of Texas’ requirements for receipt of Medicaid supplemental payments under the Texas Demonstration Waiver program, the Hospitals and the District have certified that the Hospitals will not provide service summary reports more often than quarterly. Following is a summary report which provides an overview of the community services provided by the Hospitals in the three months ending December 31, 2021.

Hospital Services

The Hospitals provide a significant amount of uncompensated care to residents of Nueces County and surrounding communities, and experience unreimbursed costs for these services totaling approximately \$22.5 million annually.

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

CHRISTUS Spohn Hospital Alice (“Alice”)

- Alice provides a significant amount of uncompensated care to residents of Jim Wells County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$9.4 million annually.
- Alice also provided nearly \$17.1 million in inpatient and outpatient charitable healthcare services to indigent patients of Region 4 over the last three months. Although Alice remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Alice during this period.
- Alice recognizes the need to provide emergency services to all residents of the community, including low-income and needy patients, and provides these services

regardless of a patient's ability to pay. Alice has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Alice offers the local community. Included as **Exhibit A** is documentation supporting Alice's provision of these services, encompassing 5,620 patient visits, of which approximately 49% represent charity, Medicaid and uninsured patients.

- Alice recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Through its superior pediatric facilities and newborn delivery services, Alice is proud to have brought 13 healthy babies into the world in the last quarter. Included as **Exhibit B** is information regarding these delivery services, of which approximately 100% represented charity, uninsured and Medicaid services.

CHRISTUS Spohn Hospital Beeville ("Beeville")

- Beeville provides a significant amount of uncompensated care to uninsured residents of the County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$6.5 million annually.
- Beeville also provided over \$11 million in inpatient and outpatient charitable healthcare services to indigent patients during this period. Although Beeville remains willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Beeville during this period.
- Beeville recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Beeville has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Beeville offers the local community. Included as **Exhibit C** is documentation supporting Beeville's provision of these services. Of the 4,343 emergency encounters provided by Beeville, approximately 52% represent services provided to Medicaid, charity and uninsured patients.
- Beeville recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Included as **Exhibit D** is information on the 36 newborn deliveries Beeville performed during this period, approximately 86% of which represent services to Medicaid, charity and uninsured.

CHRISTUS Spohn Hospital Kleberg ("Kleberg")

- Kleberg provides a significant amount of uncompensated care to residents of the County and surrounding communities, and experiences unreimbursed costs for these services totaling approximately \$6.6 million annually.
- Kleberg also provided nearly \$13.5 million in inpatient and outpatient charitable healthcare services to indigent patients during this period. Although Kleberg remains

willing and able to provide charity hospital services to patients eligible for Nueces Aid, no Nueces Aid patients presented for services at Kleberg during this period.

- Kleberg recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Kleberg has achieved a Level IV Trauma Center designation by the State's Bureau of Emergency Management based on the 24-hour access to emergency physicians, radiology, and clinical laboratory services that Kleberg offers the local community. Included as **Exhibit E** is documentation supporting Kleberg's provision of these services to 4,455 patients, of which approximately 50% represent charity, Medicaid and uninsured patients.
- Kleberg recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Through its superior pediatric facilities and newborn delivery services, Kleberg is proud to have brought 59 healthy babies into the world during the last quarter. Included as **Exhibit F** is information regarding these delivery services, of which approximately 86% represented charity, uninsured and Medicaid services.

219240

ALICE ER SUMMARY
OCTOBER 2021 - DECEMBER 2021

Payor	Sum of ER visits Cases
CHARITY/UNINSURED/SELF-PAY	1242
INSURED	2879
MEDICAID	1499
Grand Total	5620

Medicaid/Charity/Uninsured/Self-Pay	2741
Insured	2879
Total	5620

**% of Medicaid/Charity/Uninsured/Self-Pay for
 October 2021 - December 2021** **49%**

**ALICE NEWBORN SUMMARY
OCTOBER 2021 - DECEMBER 2021**

Charity/Uninsured/Self-Pay	0
Medicaid	13
Insured	0
Total	13

**% of Medicaid/Charity/Uninsured/Self-Pay for
October 2021 - December 2021** **100%**

**BEEVILLE ER SUMMARY
OCTOBER 2021 - DECEMBER 2021**

Payor	Sum of ER visits Cases
CHARITY/UNINSURED/SELF-PAY	1064
INSURED	2103
MEDICAID	1176
Grand Total	4343

Medicaid/Charity/Uninsured/Self-Pay	2240
Insured	2103
Total	4343

**% of Medicaid/Charity/Uninsured/Self-Pay for
October 2021 - December 2021** **52%**

**BEEVILLE NEWBORN SUMMARY
OCTOBER 2021 - DECEMBER 2021**

Payor	Sum of Newborns Cases
CHARITY/UNINSURED/SELF-PAY	1
INSURED	5
MEDICAID	30
Grand Total	36

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

**% of Medicaid/Charity/Uninsured/Self-Pay for
October 2021 - December 2021** **86%**

KLEBERG ER SUMMARY

OCTOBER 2021 - DECEMBER 2021

Payor	Sum of ER visits Cases
CHARITY/UNINSURED/SELF-PAY	996
INSURED	2211
MEDICAID	1248
Grand Total	4455

Medicaid/Charity/Uninsured/Self-Pay	2244
Insured	2211
Total	4455

**% Medicaid/Charity/Uninsured/Self-Pay for
October 2021 - December 2021** **50%**

**KLEBERG NEWBORN SUMMARY
OCTOBER 2021 - DECEMBER 2021**

Payor	Sum of Newborns Cases
INSURED	8
MEDICAID	51
Grand Total	59

Charity/Uninsured/Self-Pay	0
Insured	8
Medicaid	51
Total	59

**% of Medicaid/Charity/Uninsured/Self-Pay for
October 2021 - December 2021** **86%**

Summary of Community Benefits Provided To

Nueces County Community

Quarter Ending December 31, 2021

By

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

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

I. Background

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

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

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

II. Community Benefits

CCMC provides a significant amount of healthcare services that are delivered directly to members of the community at free or reduced cost. These services benefit the District by sharing the burden and responsibility for caring for the poor and needy. CCMC provides a significant amount of uncompensated care to the residents of Nueces County and surrounding communities. For this reporting period CCMC provided approximately \$27 million in uncompensated care, including the unreimbursed costs of treating Medicaid patients. CCMC continually strives to improve the services provided to the community, as well as access to those services. Listed on the next page are examples of some of the additional services provided by CCMC in their collaboration with the District.

III. Additional Services Provided by CCMC

- ◆ **Emergency Room Services:** CCMC recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Approximately 48% of all visits to CCMC's emergency department are charity, self-pay, or Medicaid patients.

III. Additional Services Provided by CCMC (continued)

- ◆ **Newborn Services:** CCMC recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate. Approximately 60% of all births at CCMC are for charity, self-pay, or Medicaid patients.
- ◆ **Psychiatric Services:** Patients requiring psychiatric services are often one of the most underserved populations in the community, and CCMC strives to ensure that these patients receive appropriate care. CCMC is the largest provider of inpatient psychiatric care in the community with 60 beds and the capability to treat adolescent, adult, and geriatric patients. In addition, CCMC offers several outpatient programs designed to compliment our inpatient services. Approximately 61% of psychiatric services are provided to charity, self-pay, Medicaid, and low income patients.
- ◆ **Trauma Level II Services:** CCMC started pursuit of Level II trauma on 8/1/18 in response to the community's need for these services on the south side of town. Significant capital investment and major operating expenditures have been incurred (and are ongoing) to ensure a successful program with quality patient outcomes. Approximately 34% of the trauma patients are uninsured or low income.
- ◆ **New Equipment/Upgrades:** CCMC continues to renovate and upgrade its facility and equipment. Major projects/purchases include; Surgical equipment upgrades, Cardiovascular service line enhancements, Radiology upgrades, and ED expansions.
- ◆ **Physician Recruitment/Training:** CCMC continues to support its Internal Medicine residency program at levels that significantly exceed the caps funded by the Medicare program. In addition, CCMC is supporting two Fellowship programs in Cardiology and Pulmonary/Critical Care. CCMC is actively recruiting several physicians to the market, including Orthopedics, Cardiology, OB/Gyn, Urology, and FP. CCMC is also providing locum tenens and telemedicine coverage to alleviate the critical Behavioral Health provider shortage and supplement Neurology coverage. CCMC provided significant additional physician coverage during the most recent COVID surge.
- ◆ **Donations:** CCMC provided support to the following organizations in the fourth quarter of 2021; American Heart Association, American Cancer Society, and United Way,
- ◆ **Education and Outreach:** CCMC participated in various health fairs and speaking engagements, provided free health screenings, and volunteered staff and physicians for local radio and television health and wellness programs. Our programs include; Stroke support group, Weight loss and Bariatric surgery seminars, Behavioral Health seminars, Joint Replacement Classes, Childbirth Education classes, and fall prevention education.

III. Additional Services Provided by CCMC (continued)

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

- ◆ **COVID-19 Response:** CCMC has responded to the current crisis in our community by; 1) increasing bed capacity, 2) continually refining testing strategies to reduce the turnaround time, 3) partnering with our physicians on the appropriate clinical strategies, 4) securing additional nursing and physician resources to aid in the care of our patients, 5) continually refining our procedures/policies to comply with local, state, and federal guidelines, and 6) coordinating with local emergency management personnel on all reporting and response efforts. CCMC has treated over 5,900 COVID positive patients in 2021 and over 9,000 since the beginning of the pandemic.

Summary of Community Benefits Provided By:

Driscoll Children's Hospital

Quarter Ending Dec 31st, 2021

- Driscoll Children's Hospital recognizes the need to provide emergency services to all residents of its community, including low-income and needy patients, and provides these services regardless of a patient's ability to pay. Approximately 81.57% of all visits to Driscoll's emergency departments are made by charity, self-pay, or Medicaid patients.
- Driscoll recognizes that the state infant mortality rate exceeds 5% each year and the hospital is focused on reducing this rate by providing the latest in medical technology and specialized care to newborns across the region. Over 74.89% of neonatal intensive care services are to charity, self-pay, or Medicaid patients.
- Patients requiring psychiatric services are often one of the most under-served populations in a community, and Driscoll strives to ensure that these patients receive appropriate care. Approximately 75.02% of the primary diagnosis behavioral services Driscoll offers in its facilities are provided to charity, self-pay, and Medicaid patients.
- Dedicated to our continued effort to improve the community's access to pediatric physician specialists, Driscoll recruited Pediatric Psychologist, Gastrointestinal, Ears Noses & Throat, and Maternal Fetal Medicine physician and Rheumatologist provider. Driscoll also credentialed pediatric physicians to the medical staff of its hospital. These physicians began practicing within the hospital and physician groups during the 4th Quarter of 2021.
- Driscoll continues to provide a variety of health services to Nueces and surrounding counties to meet the needs of the underserved community:
 - These programs include but are not limited to: Community Health Fairs, health education, physician education, and therapy camps. These activities represent a community benefit of approximately \$74,245.
 - The Driscoll transport program provides emergency transports services via ambulance and air transport. Most of the children transported would not otherwise have had the means to access the service. From Oct 2021 through Dec 2021, there were 456 transports.

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

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal 2022 YTD	Budget 2022	Balance
<u>Intergovernmental Transfers</u>															
Health Dept - County - IGT	0.00	0.00	0.00	76,662.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,662.54	887,000.00	810,337.66
<u>County Healthcare Services</u>															
Health Dept - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	942,300.00	942,300.00
Emergency Medical Services	0.00	0.00	0.00	127,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	127,200.00	550,000.00	422,800.00
NC MHID - Fund Matching	0.00	0.00	242,283.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242,283.00	969,129.00	726,846.00
NC MHID - Jail Programs	0.00	0.00	174,265.51	120,600.82	151,341.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	446,207.71	3,510,801.00	3,064,593.29
Mental Healthcare Services	134.48	214.02	0.00	0.00	53,839.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,187.73	570,000.00	515,812.27
Juvenile Center - Lab	1,474.67	1,651.74	1,514.95	1,134.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,775.63	407,000.00	
Juvenile Center - Doctors	13,334.40	23,070.35	17,982.20	17,141.35	350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,878.30		
Juvenile Center - Pharmacy	583.97	1,256.12	669.67	587.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,096.81		
Juvenile Center - Other	435.80	1,970.46	124.48	289.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,820.22		
Subtotal	15,828.84	27,948.67	20,291.30	19,152.15	350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83,570.96	407,000.00	323,429.04
Nucess County Jail Services	353,224.55	353,224.55	370,829.92	357,129.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,434,408.97	4,408,695.00	2,974,286.03
Cenikor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,000.00	60,000.00
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
Diabetes Program - County	0.00	0.00	0.00	88.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.64	50,000.00	49,911.36
County Public Health Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170,000.00	170,000.00
<u>Professional Fees</u>															
Legal/Consulting/Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	369,187.87	381,387.24	807,669.73	700,833.90	205,530.61	0.00	2,464,609.35	12,574,925.00	10,110,315.65						

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2022
As if Adjudicated January 1, 2022 through January 31, 2022**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	343	2,132,568	240,561	9,286	231,275
ASU	77	1,890,826	104,038	2,986	101,052
Clinic	1,118	727,117	192,191	8,831	183,360
Obs	11	347,823	74,729	1,015	73,714
OP	791	3,471,116	826,358	24,317	802,041
Subtotal	2,340	8,569,450	1,437,877	46,435	1,391,442
IP	76	6,005,801	895,265	19,226	876,039
SNF					-
RX	9,357	3,561,539	1,333,121	36,910	1,296,210
Physician	1,118	676,002	174,231	5,789	168,442
Total	12,891	18,812,792	3,840,494	108,360	3,732,133

NOTE:

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

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

Member Revenue % 3.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Membership Revenue Deposits													
Week 1	165,178.26	183,713.87	243,955.67	254,373.65	203,576.75								1,050,798.20
Week 2	269,943.70	144,144.12	293,334.36	261,243.73	242,771.93								1,211,437.84
Week 3	189,474.15	254,845.66	254,569.32	202,153.37	204,783.71								1,105,826.21
Week 4	251,640.56	204,063.64	282,539.21	178,046.34									916,289.75
Week 5	249,925.11			222,033.60									471,958.71
Subtotal	1,126,161.78	786,767.29	1,074,398.56	1,117,850.69	651,132.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,756,310.71



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

received
02/11/22

PAGE 1 OF 4

TEMP-RETURN SERVICE REQUESTED

MB 01 001274 80655 B 5 A
NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPPI
555 NORTH CARANCAHUA ST. SUITE 950
CORPUS CHRISTI TX 78401-0835

Account Number [REDACTED]
Statement Period 01/01/2022 through 01/31/2022
Account Title CHRISTUS SPOHN HEALTH SYSTEM CORP /
NUECES COUNTY HOSPITAL DISTRICT
CHRISTUS SPOHN / NUECES CNTY ESCROW

ADMINISTRATIVE OFFICER GCAS CLIENT SERVICE.
13129923272 GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BOFA.COM

ALTERNATE CONTACT CLIENT SERVICE.
13129923272 GCAS_AMRS_ESCROW_CLIENT_SERVIC
E@BOFA.COM

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PARTICIPATING PORTFOLIOS

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

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER [REDACTED] PORTFOLIO NAME [REDACTED]



TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
01/03/22	SWEEP PURCHASE 41.63 SHARES TRADE 01/03/22 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012		-41.63	41.63
01/14/22	WIRE RECEIVED FROM CHRISTUS HEALTH CONCENTRATI ABA# 0260095933 ACCT REF# 001390024038 111000025/TEXAS-GLOBAL/CHRISTUS HEALTH CONCENTRATION/1819 LABRANCH/H O USTON/77002 US TX/LB-NIB UNPTD CRS-DDA140/DO NOT MAIL/LOC T-03 ROOM 31 1/CHICAGO, IL 00000/ ACC 92-9800/FOR FURTHER/CR A C NO: 434372.1 FORFU RTHER CR A/ C NAME: CHRISTUS SPOHN NUECES CNTY/ESCROW ATTN: T. POPOVIC S, PH: 312-9/		1,350,000.00	
01/18/22	SWEEP PURCHASE 1,350,000 SHARES TRADE 01/18/22 BLACKROCK TREASURY TRUST - CASH MANAGEMENT 0012 ENDING BALANCE		-1,350,000.00 0.00	1,350,000.00 8,608,565.37

Please visit the web address <http://www.bofam.com/en-us/content/gcas-client-disclaimer.html> for important legal information and regulatory disclosures regarding this statement or report.

01/FEB/2022 thru 01/31/2022

CA NUECES COUNTY HOSPITAL DISTRICT



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This website address appears at the foot of your reports and statements for your convenience.

Cash Sweep Clients

With respect to any "cash sweep vehicle", if applicable, Money Market Funds and Mutual Funds are not deposits within the meaning of the Federal Deposit Insurance Act (12 U.S.C. 1813 (l)), are not insured or guaranteed by the U.S. Government, the FDIC or any other government agency, are not insured, endorsed or guaranteed by Bank of America, are not obligations of Bank of America, and involve investment risk, including possible loss of principal. If a receiver were appointed for Bank of America, the client would have an ownership interest in the shares of the Money Market Fund or the Mutual Fund that Bank of America purchased on behalf of the client.



Nueces County Hospital District
 Nueces LPPF Activity
 Fiscal Year 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	17,763,074.64	25,618,451.58	32,852,981.60	51,846,573.63	50,419,827.17	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	17,763,074.64
<u>Deposits</u>													
Christus Spohn		7,234,287.00	7,234,287.00										14,468,574.00
CCMC	5,650,342.75		5,650,342.75										11,300,685.50
CC Rehab	244,647.50		244,647.50										489,295.00
Driscoll	4,669,067.75		4,669,067.75										9,338,135.50
PAM Specialty	299,980.75		299,980.75										599,961.50
PAM Rehab	268,249.75		268,249.75										536,499.50
S. TX Surgical	626,744.50		626,744.50										1,253,489.00
Subtotal	11,759,033.00	7,234,287.00	18,993,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,986,640.00
Interest	119.10	243.02	272.05	386.81									1,020.96
Transfers In													0.00
Total Deposits	11,759,152.10	7,234,530.02	18,993,592.05	386.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,987,660.96
<u>Inter-Governmental Transfers</u>													
UC	(3,903,775.16)			(1,427,133.27)	(24,794,323.27)								(28,698,098.43)
DSRIP													(1,427,133.27)
CHIRP													0.00
TIPPS													0.00
DSH													0.00
UHRIP													0.00
Total IGT's	(3,903,775.16)	0.00	0.00	(1,427,133.27)	(24,794,323.27)	0.00	(30,125,231.70)						
Transfers Out													0.00
Bank Fees													0.00
Ending Balance	25,618,451.58	32,852,981.60	51,846,573.63	50,419,827.17	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90	25,625,503.90

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

Provider	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	TOTALS	
Christus Spohn - Corpus Christi	363,413,690	469,883,767	195,973,237	55,698,685	104,631,650	15,707,251	356,114	1,205,664,395	54%
Christus Spohn Rural (Alice/Beeville/Kleberg)	45,886,713	167,436,749	0	15,020,682	0	4,060,368	0	232,404,513	10%
Corpus Christi Medical Center	113,388,330	139,171,092	0	48,200,011	0	21,567,161	0	322,326,595	14%
Driscoll Childrens Hospital	293,025,634	19,578,099	0	0	0	68,019,187	479,717	381,102,637	17%
Detar Hospital	24,949,804	47,723,156	0	15,382,457	0	0	0	88,055,417	4%
North Bay General Hospital	0	0	0	504,542	0	0	0	504,542	0%
South Texas Surgical Hospital	0	0	0	904,786	0	0	0	904,786	0%
Corpus Christ Rehab Hospital	0	0	0	296,670	0	0	0	296,670	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	1,330	0%
PAM Rehab Hospital	0	0	0	147,501	0	0	0	147,501	0%
Nueces County Health Dept	20,067,084	0	0	0	0	0	0	20,067,084	1%
TOTALS	860,731,256	843,792,863	195,973,237	136,156,663	104,631,650	109,353,968	835,832	2,251,475,468	100%

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

IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	TOTALS
Nueces County Hospital District	326,881,505	301,823,107	77,840,337	59,437,427	41,172,565	0	0	807,154,941
Nueces LPPF	17,912,831	31,858,523	0	0	0	34,982,334	355,798	85,109,486
TOTALS	344,794,336	333,681,630	77,840,337	59,437,427	41,172,565	34,982,334	355,798	892,264,427

detailed agenda and meeting registration link will be available on the NACCD meeting website <https://www.phe.gov/Preparedness/legal/boards/naccd/Pages/default.aspx>.

ADDRESSES: Members of the public may attend the meeting via a toll-free phone number or Zoom teleconference, which requires pre-registration. The meeting link to pre-register will be posted on <https://www.phe.gov/Preparedness/legal/boards/naccd/Pages/default.aspx>. Members of the public may provide written comments or submit questions for consideration by the NACCD at any time via email to NACCD@hhs.gov. Members of the public are also encouraged to provide comments after the meeting.

FOR FURTHER INFORMATION CONTACT: Zhuowan Jackson, NACCD Designated Federal Officer, Office of the Assistant Secretary for Preparedness and Response (ASPR), Department of Health and Human Services (HHS), Washington, DC; 202-205-4217, NACCD@hhs.gov.

SUPPLEMENTARY INFORMATION: The NACCD invites those who are involved in or represent a relevant industry, academia, health profession, health care consumer organization, or state, Tribal, territorial or local government to request up to four minutes to address the committee in person via Zoom. Requests to provide remarks to the NACCD during the public meeting must be sent to NACCD@hhs.gov at least 15 days prior to the meeting along with a brief description of the topic. We would specifically like to request inputs from the public on challenges, opportunities, and strategic priorities for national public health and medical preparedness, response and recovery specific to the needs of children and their families in disasters. Presenters who are selected for the public meeting will have audio only for up to four minutes during the meeting. Slides, documents, and other presentation material sent along with the request to speak will be provided to the committee members separately. Please indicate additionally whether the presenter will be willing to take questions from the committee members (at their discretion) immediately following their presentation (for up to four additional minutes).

Dawn O'Connell,

Assistant Secretary for Preparedness and Response.

[FR Doc. 2022-01161 Filed 1-20-22; 8:45 am]

BILLING CODE 4150-37-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Annual Update of the HHS Poverty Guidelines

AGENCY: Department of Health and Human Services.

ACTION: Notice.

SUMMARY: This notice provides an update of the Department of Health and Human Services (HHS) poverty guidelines to account for last calendar year's increase in prices as measured by the Consumer Price Index.

DATES: January 12, 2022 unless an office administering a program using the guidelines specifies a different effective date for that particular program.

ADDRESSES: Office of the Assistant Secretary for Planning and Evaluation, Room 404E, Humphrey Building, Department of Health and Human Services, Washington, DC 20201.

FOR FURTHER INFORMATION CONTACT: For information about how the guidelines are used or how income is defined in a particular program, contact the Federal, state, or local office that is responsible for that program. For information about poverty figures for immigration forms, the Hill-Burton Uncompensated Services Program, and the number of people in poverty, use the specific telephone numbers and addresses given below.

For general questions about the poverty guidelines themselves, contact Kendall Swenson, Office of the Assistant Secretary for Planning and Evaluation, Room 404E.3, Humphrey Building, Department of Health and Human Services, Washington, DC 20201—telephone: (202) 795-7309—or visit <http://aspe.hhs.gov/poverty/>.

For information about the percentage multiple of the poverty guidelines to be used on immigration forms such as USCIS Form I-864, Affidavit of Support, contact U.S. Citizenship and Immigration Services at 1-800-375-5283. You also may visit <https://www.uscis.gov/i-864>.

For information about the Hill-Burton Uncompensated Services Program (free or reduced-fee health care services at certain hospitals and other facilities for persons meeting eligibility criteria involving the poverty guidelines), contact the Health Resources and Services Administration Information Center at 1-800-638-0742. You also may visit <https://www.hrsa.gov/get-health-care/affordable/hill-burton/index.html>.

For information about the number of people in poverty, visit the Poverty section of the Census Bureau's website at <https://www.census.gov/topics/income-poverty/poverty.html> or contact the Census Bureau's Customer Service Center at 1-800-923-8282 (toll-free) or visit <https://ask.census.gov> for further information.

SUPPLEMENTARY INFORMATION:

Background

Section 673(2) of the Omnibus Budget Reconciliation Act (OBRA) of 1981 (42 U.S.C. 9902(2)) requires the Secretary of the Department of Health and Human Services to update the poverty guidelines at least annually, adjusting them on the basis of the Consumer Price Index for All Urban Consumers (CPI-U). The poverty guidelines are used as an eligibility criterion by Medicaid and a number of other Federal programs. The *poverty guidelines* issued here are a simplified version of the *poverty thresholds* that the Census Bureau uses to prepare its estimates of the number of individuals and families in poverty.

As required by law, this update is accomplished by increasing the latest published Census Bureau poverty thresholds by the relevant percentage change in the Consumer Price Index for All Urban Consumers (CPI-U). The guidelines in this 2022 notice reflect the 4.7 percent price increase between calendar years 2020 and 2021. After this inflation adjustment, the guidelines are rounded and adjusted to standardize the differences between family sizes. In rare circumstances, the rounding and standardizing adjustments in the formula result in small decreases in the poverty guidelines for some household sizes even when the inflation factor is not negative. In cases where the year-to-year change in inflation is not negative and the rounding and standardizing adjustments in the formula result in reductions to the guidelines from the previous year for some household sizes, the guidelines for the affected household sizes are fixed at the prior year's guidelines. As in prior years, these 2022 guidelines are roughly equal to the poverty thresholds for calendar year 2021, which the Census Bureau expects to publish in final form in September 2022.

The poverty guidelines continue to be derived from the Census Bureau's current official poverty thresholds; they are not derived from the Census Bureau's Supplemental Poverty Measure (SPM).

The following guideline figures represent annual income.

2022 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

Persons in family/household	Poverty guideline
1	\$13,590
2	18,310
3	23,030
4	27,750
5	32,470
6	37,190
7	41,910
8	46,630

For families/households with more than 8 persons, add \$4,720 for each additional person.

2022 POVERTY GUIDELINES FOR ALASKA

Persons in family/household	Poverty guideline
1	\$16,990
2	22,890
3	28,790
4	34,690
5	40,590
6	46,490
7	52,390
8	58,290

For families/households with more than 8 persons, add \$5,900 for each additional person.

2022 POVERTY GUIDELINES FOR HAWAII

Persons in family/household	Poverty guideline
1	\$15,630
2	21,060
3	26,490
4	31,920
5	37,350
6	42,780
7	48,210
8	53,640

For families/households with more than 8 persons, add \$5,430 for each additional person.

Separate poverty guideline figures for Alaska and Hawaii reflect Office of Economic Opportunity administrative practice beginning in the 1966–1970 period. (Note that the Census Bureau poverty thresholds—the version of the poverty measure used for statistical purposes—have never had separate figures for Alaska and Hawaii.) The poverty guidelines are not defined for Puerto Rico or other outlying jurisdictions. In cases in which a Federal program using the poverty guidelines serves any of those jurisdictions, the Federal office that

administers the program is generally responsible for deciding whether to use the contiguous-states-and-DC guidelines for those jurisdictions or to follow some other procedure.

Due to confusing legislative language dating back to 1972, the poverty guidelines sometimes have been mistakenly referred to as the “OMB” (Office of Management and Budget) poverty guidelines or poverty line. In fact, OMB has never issued the guidelines; the guidelines are issued each year by the Department of Health and Human Services. The poverty guidelines may be formally referenced as “the poverty guidelines updated periodically in the **Federal Register** by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).”

Some federal programs use a percentage multiple of the guidelines (for example, 125 percent or 185 percent of the guidelines), as noted in relevant authorizing legislation or program regulations. Non-Federal organizations that use the poverty guidelines under their own authority in non-Federally-funded activities also may choose to use a percentage multiple of the guidelines.

The poverty guidelines do not make a distinction between farm and non-farm families, or between aged and non-aged units. (Only the Census Bureau poverty thresholds have separate figures for aged and non-aged one-person and two-person units.)

This notice does not provide definitions of such terms as “income” or “family” as there is considerable variation of these terms among programs that use the poverty guidelines. The legislation or regulations governing each program define these terms and determine how the program applies the poverty guidelines. In cases where legislation or regulations do not establish these definitions, the entity that administers or funds the program is responsible to define such terms as “income” and “family.” Therefore, questions such as net or gross income, counted or excluded income, or household size should be directed to the entity that administers or funds the program.

Dated: January 18, 2022.

Xavier Becerra,
Secretary, Department of Health and Human Services.

[FR Doc. 2022–01166 Filed 1–20–22; 8:45 am]

BILLING CODE 4150–05–P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Meeting of the National Vaccine Advisory Committee

AGENCY: Office of Infectious Disease and HIV/AIDS Policy, Office of the Assistant Secretary for Health, Office of the Secretary, Department of Health and Human Services.

ACTION: Notice.

SUMMARY: As stipulated by the Federal Advisory Committee Act, the Department of Health and Human Services (HHS) is hereby giving notice that the National Vaccine Advisory Committee (NVAC) will hold a virtual meeting. The meeting will be open to the public and public comment will be heard during the meeting.

DATES: The meeting will be held February 10–11, 2022. The confirmed meeting times and agenda will be posted on the NVAC website at <http://www.hhs.gov/nvpo/nvac/meetings/index.html> as soon as they become available.

ADDRESSES: Instructions regarding attending this meeting will be posted online at: <http://www.hhs.gov/nvpo/nvac/meetings/index.html> at least one week prior to the meeting. Pre-registration is required for those who wish to attend the meeting or participate in public comment. Please register at <http://www.hhs.gov/nvpo/nvac/meetings/index.html>.

FOR FURTHER INFORMATION CONTACT: Ann Aikin, Acting Designated Federal Officer, at the Office of Infectious Disease and HIV/AIDS Policy, U.S. Department of Health and Human Services, Mary E. Switzer Building, Room L618, 330 C Street SW, Washington, DC 20024. Email: nvac@hhs.gov.

SUPPLEMENTARY INFORMATION: Pursuant to Section 2101 of the Public Health Service Act (42 U.S.C. 300aa–1), the Secretary of HHS was mandated to establish the National Vaccine Program to achieve optimal prevention of human infectious diseases through immunization and to achieve optimal prevention against adverse reactions to vaccines. The NVAC was established to provide advice and make recommendations to the Director of the National Vaccine Program on matters related to the Program’s responsibilities. The Assistant Secretary for Health serves as Director of the National Vaccine Program.

The NVAC celebrates 35 years and will kick off the meeting reflecting on accomplishments and outling

Prior HHS Poverty Guidelines and Federal Register References

[ASPE](#) [Topics](#) [Poverty & Economic Mobility](#) [Poverty Guidelines](#)

Prior HHS Poverty Guidelines and Federal Register References

Poverty guidelines since 1982 for the 48 contiguous states and the District of Columbia can be calculated by addition using the figures shown below. (This simple calculation procedure gives correct guideline figures for each year, but it is not identical to the procedure by which the poverty guidelines are calculated from the poverty thresholds each year; see an [example calculation](#).) Before 1982, the poverty guidelines were issued by the Office of Economic Opportunity/Community Services Administration.

NOTE: The poverty guideline figures below are NOT the figures the Census Bureau uses to calculate the number of poor persons.

The figures that the Census Bureau uses are the [poverty thresholds](#).

HHS Poverty Guidelines

Year	First Person	Each Additional Person	(Four-Person Family)	Page with Complete Details
2022	\$13,590	\$4,720	(\$27,750)	2022 Guidelines

Year	First Person	Each Additional Person	(Four-Person Family)	Page with Complete Details
2021	\$12,880	\$4,540	(\$26,500)	2021 Guidelines
2020	\$12,760	\$4,480	(\$26,200)	2020 Guidelines
2019	\$12,490	\$4,420	(\$25,750)	2019 Guidelines
2018	\$12,140	\$4,320	(\$25,100)	2018 Guidelines
2017	\$12,060	\$4,180	(\$24,600)	2017 Guidelines
2016	\$11,880	Varies	(\$24,300)	2016 Guidelines
2015	\$11,770	\$4,160	(\$24,250)	2015 Guidelines
2014	\$11,670	\$4,060	(\$23,850)	2014 Guidelines
2013	\$11,490	\$4,020	(\$23,550)	2013 Guidelines
2012	\$11,170	\$3,960	(\$23,050)	2012 Guidelines
2011	10,890	3,820	(22,350)	2011 Guidelines
2010	10,830	3,740	(22,050)	Guidelines for Remainder of 2010 Extension of 2009 Guidelines Until at Least 5/31/2010
2009	10,830	3,740	(22,050)	2009 Guidelines
2008	10,400	3,600	(21,200)	2008 Guidelines
2007	10,210	3,480	(20,650)	2007 Guidelines
2006	9,800	3,400	(20,000)	2006 Guidelines

Year	First Person	Each Additional Person	(Four-Person Family)	Page with Complete Details
2005	9,570	3,260	(19,350)	<u>2005 Guidelines</u>
2004	9,310	3,180	(18,850)	<u>2004 Guidelines</u>
2003	8,980	3,140	(18,400)	<u>2003 Guidelines</u>
2002	8,860	3,080	(18,100)	<u>2002 Guidelines</u>
2001	8,590	3,020	(17,650)	<u>2001 Guidelines</u>
2000	8,350	2,900	(17,050)	<u>2000 Guidelines</u>
1999	8,240	2,820	(16,700)	<u>1999 Guidelines</u>
1998	8,050	2,800	(16,450)	<u>1998 Guidelines</u>
1997	7,890	2,720	(16,050)	<u>1997 Guidelines</u>
1996	7,740	2,620	(15,600)	<u>1996 Guidelines</u>
1995	7,470	2,560	(15,150)	<u>Federal Register 1995</u>
1994	7,360	2,480	(14,800)	<u>Federal Register 1994</u>
1993	6,970	2,460	(14,350)	<u>Federal Register 1993</u>
1992	6,810	2,380	(13,950)	<u>Federal Register 1992</u>
1991	6,620	2,260	(13,400)	<u>Federal Register 1991</u>
1990	6,280	2,140	(12,700)	<u>Federal Register 1990</u>
1989	5,980	2,040	(12,100)	<u>Federal Register 1989</u>

Year	First Person	Each Additional Person	(Four-Person Family)	Page with Complete Details
1988	5,770	1,960	(11,650)	Federal Register 1988
1987	5,500	1,900	(11,200)	Federal Register 1987
1986	5,360	1,880	(11,000)	Federal Register 1986
1985	5,250	1,800	(10,650)	Federal Register 1985
1984	4,980	1,740	(10,200)	Federal Register 1984
1983	4,860	1,680	(9,900)	Federal Register 1983
1982*	4,680	1,540	(9,300)	Federal Register 1982
* Figures for nonfarm families only.				

For a table showing the poverty guidelines for all family sizes back to 1965, see [Table 3.E8](#) in the most recent Annual Statistical Supplement of the Social Security Bulletin .

[Poverty guidelines for the years shown above can be found in the Federal Register as follows:](#)

2022 Vol. 87, No. 14, January 14, 2022, pp. 3315-3316

2021 Vol. 86, No. 19, February 1, 2021, pp. 7732-7734

2020 Vol. 85, No. 12, January 17, 2020, pp. 3060-3061

2019 Vol. 84, No. 22, February 1, 2019, pp. 1167-1168

2018 Vol. 83, No. 12, January 18, 2018, pp. 2642-2644

2017 Vol. 82, No. 19, January 31, 2017, pp. 8831-8832

2016 Vol. 81, No.15 January 25, 2016, pp. 4036-4037

2015 Vol. 80, No. 14, January 22, 2015, pp. 3236-3237

2014 Vol. 79, No. 14, January 22, 2014, pp. 3593-3594

2013 Vol. 78, No. 16, January 24, 2013, pp. 5182-5183

2012 Vol. 77, No. 17, January 26, 2012, pp. 4034-4035

2011 Vol. 76, No. 13, January 20, 2011, pp. 3637-3638

2010 (Delayed update) Vol. 75, No. 148, August 3, 2010, pp. 45628-45629

(Extension of the 2009 poverty guidelines until at least March 1, 2010)¹ Vol. 75, No. 14, January 22, 2010, pp. 3734-3735

2009 Vol. 74, No. 14, January 23, 2009, pp. 4199-4201

2008 Vol. 73, No. 15, January 23, 2008, pp. 3971-3972

2007 Vol. 72, No. 15, January 24, 2007, pp. 3147-3148

2006 Vol. 71, No. 15, January 24, 2006, pp. 3848-3849

2005 Vol. 70, No. 33, February 18, 2005, pp. 8373-8375

2004 Vol. 69, No. 30, February 13, 2004, pp. 7336-7338

2003 Vol. 68, No. 26, February 7, 2003, pp. 6456-6458

2002 Vol. 67, No. 31, February 14, 2002, pp. 6931-6933

2001 Vol. 66, No. 33, February 16, 2001, pp. 10695-10697

2000 Vol. 65, No. 31, February 15, 2000, pp. 7555-7557

1999 Vol. 64, No. 52, March 18, 1999, pp. 13428-13430

1998 Vol. 63, No. 36, February 24, 1998, pp. 9235-9238

1997 Vol. 62, No. 46, March 10, 1997, pp. 10856-10859

1996 Vol. 61, No. 43, March 4, 1996, pp. 8286-8288

1995 Vol. 60, No. 27, February 9, 1995, pp. 7772-7774

1994 Vol. 59, No. 28, February 10, 1994, pp. 6277-6278

1993 Vol. 58, No. 28, February 12, 1993, pp. 8287-8289

1992 Vol. 57, No. 31, February 14, 1992, pp. 5455-5457

1991 Vol. 56, No. 34, February 20, 1991, pp. 6589-6861

1990 Vol. 55, No. 33, February 16, 1990, pp. 5664-5666

1989 Vol. 54, No. 31, February 16, 1989, pp. 7097-7098

1988 Vol. 53, No. 29, February 12, 1988, pp. 4213-4214

1987 Vol. 52, No. 34, February 20, 1987, pp. 5340-5341

1986 Vol. 51, No. 28, February 11, 1986, pp. 5105-5106

1985 Vol. 50, No. 46, March 8, 1985, pp. 9517-9518²

1984 Vol. 49, No. 39, February 27, 1984, pp. 7151-7152

1983 Vol. 48, No. 34, February 17, 1983, pp. 7010-7011

1982 Vol. 47, No. 69, April 9, 1982, pp. 15417-15418

¹ The Congress subsequently extended the 2009 guidelines until at least March 31 and then until at least May 31, 2010. HHS reported those extensions on the Poverty Guidelines web site.

² For a correction of a typographical error in one figure for Hawaii for 1985, see Federal Register , Vol. 50, No. 50, March 14, 1985, p. 10319.

FILES

[Federal Register 1995 \(pdf, 123.26 KB\)](#)

Poverty Guidelines

Prior HHS Poverty Guidelines and Federal Register References

[2021 Poverty Guidelines](#)

[2020 Poverty Guidelines](#)

[2019 Poverty Guidelines](#)

[2018 Poverty Guidelines](#)

[2017 Poverty Guidelines](#)

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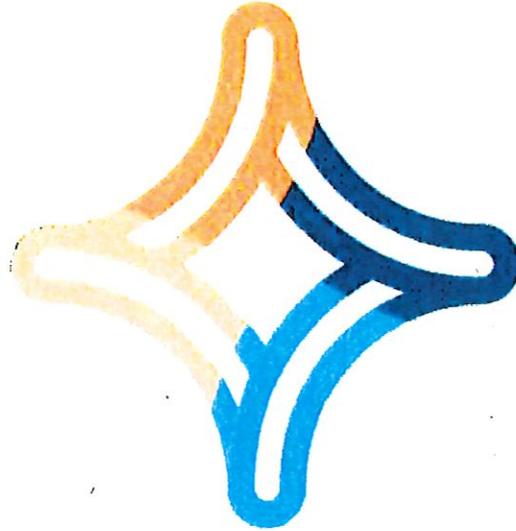
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Assistant Secretary for Planning and Evaluation, Room 415F
U.S. Department of Health and Human Services
200 Independence Avenue, SW
Washington, D.C. 20201

+1 202.690.7858



NUECES COUNTY HOSPITAL DISTRICT

INDIGENT HEALTHCARE HANDBOOK

March 1, 2022

NUECES COUNTY HOSPITAL DISTRICT

INDIGENT HEALTHCARE PROGRAM HANDBOOK

Revised: January 1, 2002

Revised: September, 2002

Revised: January 1, 2006

Updated: January, 2007

Updated: March 2008

Updated: February 2009

Updated March 2010

Updated March 2011

Updated March 2012

Updated March 2, 2013

Updated March 1, 2014

Updated March 1, 2015

Updated March 1, 2016

Updated March 1, 2017

Updated March 1, 2018

Updated March 1, 2019

Updated March 1, 2020

Updated March 1, 2021

Updated March 1, 2022

**NUECES COUNTY HOSPITAL DISTRICT
INDIGENT HEALTHCARE PROGRAM
POLICY AND PROCEDURE**

Date of Origin: January 1, 1999
Date of Revision: March 1, 2022
Date of Review: February 17, 2022

Authorized and Approved by:
Board of Managers, Nueces County Hospital District


Jonny F. Hipp, ScD, FACHE
Administrator/Board Secretary

Title: NUECES AID PROGRAM ELIGIBILITY GUIDELINES

Policy: NA002

I. POLICY

The Nueces County Hospital District is responsible for ensuring the provision of medically necessary healthcare services, in accordance with the state statute and as approved by the Board of Managers, to the needy and eligible residents of Nueces County. The District meets this responsibility through the administration of the Nueces Aid Program.

The Board of Managers for the Nueces County Hospital District has an ethical and statutory obligation to establish and maintain objective guidelines for use in determining an individual's eligibility for healthcare assistance through the Nueces Aid Program. To fulfill this obligation the Board of Managers will evaluate the eligibility guidelines annually and make recommendations for revision when indicated.

The Nueces County Hospital District will use the eligibility guidelines and related policies to complete an objective eligibility evaluation of all individuals applying for healthcare assistance. Three specific areas will be considered during the evaluation of the applicant's eligibility for healthcare assistance. The three areas are: residency in Nueces County, household resources and household size and income.

II. PURPOSE

The purpose of this policy is to establish written policies and guidelines which clearly and objectively state the means used to determine an applicant's eligibility for financial assistance through the Nueces Aid Program.

III. RESPONSIBILITY

The Quality Management Committee through the authority delegated by the Nueces County Hospital District Board of Managers, will provide direction and leadership in establishing and maintaining the guidelines used for determining eligibility for the Nueces Aid Program.

Nueces County Hospital District Board of Managers will consult with CHRISTUS Spohn Health System during review of the eligibility policy and guidelines recommended by the Quality Management Committee and either approve or disapprove the proposed guidelines.

IV. PROCEDURE

A. Qualifications for Financial Assistance

In accordance with the state statute, to receive healthcare assistance from the Nueces County Hospital District, an applicant must:

1. Provide evidence of residency in Nueces County;
2. Meet the household size and income guidelines; and
3. Meet the household resource guidelines;

Or

4. Be a Nueces County resident confined to a correctional facility operated by Nueces County and not the responsibility of another governmental service or agency.

B. Residency Policy and Guidelines

The Residency Policy and Guidelines are defined in **Attachment 1** to this policy.

C. Household Resource Policy and Guidelines

The Household Resource Policy and Guidelines are defined in **Attachment 2** to this policy.

D. Household Composition Policy and Guidelines

The Household Composition Policy and Guidelines are defined in **Attachment 3** to this policy.

E. Household Income Policy and Guidelines

The Household Income Policy and Guidelines are defined in **Attachment 4** to this policy.

I. HOUSEHOLD RESOURCE GUIDELINES

A. Definitions

For the purposes of the NCHD Indigent Healthcare Handbook:

1. **Resources** are defined as assets or possessions, both liquid and non-liquid. Examples include cash, bank accounts, stocks, bonds, certificates of deposit, vehicles, boats, campers, buildings, land and mineral rights.
2. **Fair Market Value** is defined as the amount a resource would bring if sold on the current local market.
3. **Equity** is defined as the amount of money that would be available to the owner after the sale of a resource. The amount is determined by subtracting from the fair market value any money owed on the item and the costs normally associated with the sale and transfer of the item.
4. **Accessible resources** are defined as resources legally available to the household.
5. **Inaccessible resources** are defined as resources not legally available to the household.
6. **Personal possessions** are defined as furniture, appliances, jewelry, clothing, livestock, farm equipment and other items if the household uses them to meet personal needs essential for daily living.
7. **Countable resource** is defined as the equity value of any resource that is not specifically exempt.

B. Resource Limit

A household is not eligible for the Nueces Aid Program if the total countable household resources exceeds \$4,744.29 on or after the first interview date or the process date for cases processed without an interview.

This amount will be subject to the percent (%) increase in the Federal Poverty Guidelines as calculated to prior year and adjusted annually thereafter on the first day of the month following publication in the Federal Register.

If a payment or benefit counts as income for a particular month, do not count it as a resource in the same month. If you prorate a payment as income over several months, do not count any portion of the payment as a resource during that time.

If the client combines this money with countable funds, such as a bank account, exempt the prorated amounts for the time you prorate it.

C. Types of Resources

Household resources are either countable or exempt. Listed below are resource types used to determine household eligibility. Each resource is designated as counted or exempt:

1. 401K Plan

Exempt

2. Alien Sponsor's Resources

Count for three years after the alien's entry into the United States, the resources of the alien's sponsor and sponsor's spouse if the sponsor and spouse are living together. Determine the sponsor's countable resources by applying the policies contained in this section; subtract **\$2,372.14** and consider the remainder as resources available to the household.

The subtracted amount will be subject to the percent (%) increase in the Federal Poverty Guidelines as calculated to prior year and adjusted annually thereafter on the first day of the month following publication in the federal register.

3. Burial Plots

Exempt all burial plots as a countable resource.

4. Homestead

Exempt a household's homestead. A homestead is the household's usual residence and surrounding property that is not separated by property owned by others. Surrounding property that is separated by public rights of way such as roads is considered as part of the homestead.

Exempt a homestead temporarily unoccupied because of employment, training or future employment, illness, casualty, or natural disaster if the household intends to return.

Do not exempt as a homestead any real property outside of Nueces County.

Households that do not currently own a home but own or are purchasing a lot on which they intend to build or are building a permanent home, receive an exemption for the lot and if partially completed, for the home.

Count money remaining from the sale of a home

5. Inaccessible Resources

Exempt inaccessible resources. Examples are irrevocable trust funds, property in probate, security deposits on rental property and utilities.

6. Income-Producing Property (except real property)

Exempt income producing property if it is essential to a household member's

employment or self-employment and annually produces income consistent with its fair market value, even if used only on a seasonal basis. Such property will continue to be exempt during temporary periods of unemployment if the client expects to return to work. Property essential to self-employment is not exempt if earnings result from an illegal activity.

7. Individual Retirement Accounts

Count Individual Retirement Accounts (IRA) as resources. If there is a penalty for early withdrawal, deduct the penalty and count the remaining amount.

8. Insurance Settlements

Count insurance settlements as resources. Deduct any amount earmarked and spent for the household's bills, for burial, medical or damaged/lost possessions. Count the remaining amount after deductions.

9. Jointly Owned Property

Exempt if the property is jointly owned by the household and other owners and the household proves that the property cannot be sold or divided without the other owners' consent and the other owners will not sell or divide the property.

10. Keogh Plans

Count Keogh Plans. If there is a penalty for early withdrawal, deduct the penalty amount and count the remainder. **Exempt** the Keogh Plan if there is a contractual withdrawal agreement with other people who are not household members and who share the same fund. This type of Keogh Plan is considered an inaccessible resource.

11. Lawsuit Settlement

Count lawsuit settlements, minus any amount earmarked and spent for the household's bills for burial, legal, medical or damaged/lost possessions.

12. Life Insurance

Exempt

13. Liquid Resources

Count liquid resources if readily negotiable. Examples; cash, checking, or saving accounts, saving certificates, stocks and bonds.

14. Lump-Sum Payments

Count. Countable as unearned income in the month received if the person receives or expects to receive it more than once a year. Lump-sum payments are exempt if only received once a year or less, unless specifically listed as income, and should

only be counted as resources. Exception: Contributions, gifts and prizes should be counted as unearned income in the month received, regardless of frequency of receipt.

Countable lump-sum payments include but are not limited to, retroactive lump-sum Retirement, Survivors and Disability Insurance (RSDI), public assistance, retirement benefits, lump-sum insurance settlements, lump-sum payments on child support, and other payments and refunds of security deposits on rental property or utilities. Exception: Federal tax refunds are permanently exempt as income and are excluded from resources for 12 months after receipt.

15. Personal Possessions

Exempt personal possessions. If personal possessions are sold, count the money received from the sale as a liquid resource.

16. Prepaid Burial Insurance

Exempt one of these policies per household member. Also exempt one prepaid funeral plan or prepaid funeral agreement for each household member.

17. Real property

Count equity value of real property unless otherwise exempt. Real property is land and any improvements on it.

18. Resources of Disqualified Persons

Exempt the resources of disqualified persons, such as, resources of an AFDC or SSI recipient. **Exempt** all resources of a person who receives QMB, MQMB, SLMB, QI-1, or QI-2.

19. Retirement Accounts

Exempt Retirement accounts are those in which an employee and/or his employer contributes money intended to provide for retirement.

The amount in the retirement account is exempt until the money is withdrawn. If the money is withdrawn as a monthly check, count it as income. If the money is withdrawn as a lump sum, count it as a resource.

20. Trust Funds

Exempt

21. Vested Retirement Accounts

Exempt Vested retirement accounts are those to which an employee makes contributions for a specified period of time as defined by the employer. The money is not matched by the employer until that defined period of time ends. The money in this account is exempt.

22. Vehicles

Exempt one vehicle per household when it is used by the household for transportation regardless of value. **Exempt** all licensed vehicles if they are used more than 50% of the time for income-producing purposes or if they produce annual income consistent with their fair market value (even if only used on a seasonal basis). **Exempt** all vehicles with a fair market value of less than or equal to **\$7,353.64**, regardless of the number of vehicles owned by the household. The fair market value in excess of **\$7,353.64** of vehicles is counted as part of the household's available resources, except for the exemptions listed above.

The fair market exemption amount will be subject to the percent (%) increase in the Federal Poverty Guidelines as calculated to prior year and adjusted annually thereafter on the first day of the month following publication in the federal register.

The following are suggestions for determining the fair market value of a vehicle:

- Use the average trade-in or wholesale value listed in the National Automobile Dealers Association (NADA) Used Car Guide - current within the last six (6) months. Use the loan value of the vehicle only if other sources are unavailable.
- If the household thinks that the listed value is incorrect because of the vehicle's condition (body damage or inoperable), allow the household to provide verification from a reliable source (bank loan officer or licensed car dealer).
- Do not increase the value because of low mileage, optional equipment, or special equipment for handicapped.
- Request that the household prove the value of antique, custom-made, or classic vehicles if an accurate appraisal cannot be made by staff.
- Accept the household's estimated value of vehicles no longer listed in the NADA guide unless the value is questionable and would affect eligibility. In this case, have the household provide an appraisal from a licensed car dealer or some other evidence of the value such as a tax assessment or newspaper ad showing the sale price of similar vehicles.
- For new vehicles not yet listed in the NADA guide, ask the household to provide an estimate of the wholesale or trade-in value from a new car dealer or a bank loan officer.

D. Verification of Resources

Prior to approval for healthcare assistance, questionable resources will be verified.

E. Documentation of Resources

The Eligibility Worksheet will be used to verify and document household resources.

F. Property Transfer Guidelines

Households are ineligible if within the previous three months they have transferred a countable resource for less than its fair market value to qualify for healthcare assistance. This penalty applies only if the value of the transferred resource plus the household's other countable resources will affect eligibility. If spouses are separated, transfer of separate property by one spouse does not affect the eligibility of the other spouse. Households which have transferred resources within the previous three months for less than the fair market value in order to qualify for the Nueces Aid Program will be subject to the following delays in assistance:

\$ 0.01	to	\$ 395.34	Delay of 1 Month
\$ 395.35	to	\$1,579.85	Delay of 3 Months
\$1,579.86	to	\$4,744.27	Delay of 6 Months
\$4,744.28	to	\$7,907.13	Delay of 9 Months
\$7,907.14		and above	Delay of 12 Months

The transferred resources in the table above will be subject to the percent (%) increase in the Federal Poverty Guidelines as calculated to prior year and adjusted annually thereafter on the first day of the month following publication in the Federal Register.

I. HOUSEHOLD INCOME GUIDELINES

A. Definitions

For the purposes of the NCHD Indigent Healthcare handbook:

1. **Income** is defined as a type of payment that is a regular and predictable gain or a benefit to a household.
2. **Regular and predictable income** is defined as income that is received in one month and is likely to be received in the next month or was received on a regular and predictable basis in past months.
3. **Earned income** is defined as income related to employment.
4. **Unearned income** is defined as income received without performing work. It includes benefits from other programs and regular and predictable income from other sources, such as family members.
5. **Gross income** is income before deductions.
6. **Net income** is gross income minus allowable deductions.

B. Prior to receiving healthcare assistance from the Nueces Aid Program, households are required to pursue and take advantage of all income to which they are legally entitled.

C. Income Sources

Income is either countable or exempt. Listed below are the sources of income used to determine household eligibility. Each income source is designated as counted income or exempt income.

1. Temporary Assistance for Needy Families (TANF)
Exempt TANF benefits because the person receiving the benefits is a Medicaid recipient and, therefore, disqualified as a household member.
2. Alien Sponsor's Income
When a legal alien enters the United States, he/she may have been required to have a sponsor. Some legal aliens, such as refugees, are not required to have a sponsor. If the legal alien has a sponsor, count the income of the alien's sponsor as unearned income for three years after the alien's entry into the United States. Consider the sponsor's income as unearned income and include all of the sponsor's and the sponsor's spouse's gross countable income. From that income subtract the following deductions:

- 20% of the total gross monthly earned income (including net self-employment earned income), or \$175 whichever is less;
- an amount equal to the maximum income limit for the sponsor's family size, include all members of the household the sponsor claims or could claim as tax dependents;
- the total amount the sponsor pays to claimed tax dependents living outside the home; and
- the total alimony or child support the sponsor pays to persons living outside the home.

Count the remaining amount as unearned income for the alien.

3. Cash Contributions

Count cash contributions as unearned income if they meet the definition of regular and predictable income. NOTE: **Exempt** any cash contribution for common household expenses such as rent, utilities, or food if it is received from a non-qualified household member who lives with the qualified member or shares household expenses with the qualified household member and no and landlord/tenant relationship exists.

4. Child Support Payments

Count child support payments as unearned income. This income is not counted if the child receives Medicaid and is, therefore, a disqualified household member.

5. Child's Earned Income

Exempt a child's earned income (under age 18 and not an emancipated minor) if the child is a full-time student or a part-time student employed less than 30 hours per week. If the child receives Medicaid, he is a disqualified household member and his income is exempt, regardless of his student/work status

6. Disability Insurance Benefits

Count Disability Insurance Income as unearned income.

7. Disqualified Household Member's Income

Exempt a disqualified household member's income whether it is earned or unearned income. Exempt all income of a person who receives QMB, MQMB, SLMB, QI-1, or QI-2.

8. Dividends and Royalties

Count dividends received as unearned income. Exception: Exempt dividends from insurance policies as income.

Count royalties received as unearned income, minus any amount deducted for production expenses and severance taxes.

9. Educational Assistance

Exempt educational assistance including educational loans, regardless of source. Educational assistance also includes college work study.

10. Energy Assistance

Exempt the following types of energy assistance:

- Assistance from federally funded, state or locally administered programs such as HEAP, Weatherization, or Energy Crisis Intervention and one time emergency repairs of heating or cooling device (down payment and final payment).
- Energy assistance—payments from the Department of Housing and Urban Development (HUD), USDA's, Rural Housing Service (RHS), Farmer's Home Administration (FmHA) or local housing authorities whether they are in the form of vendor payments, in-kind income, or cash.
- Assistance from private, non-profit, or governmental agencies based on need.

If energy assistance is combined with other forms of assistance only the energy assistance portion is exempt.

11. Foster Care/Adoption Subsidy Payments

Exempt foster care/adoption subsidy payments.

12. Government-Sponsored Programs

Count Government-Sponsored Program payments as unearned income unless they are from crisis intervention programs such as ENTERP or FEMA.

13. Government Disaster Payments

Exempt federal disaster payments and comparable disaster assistance provided by states, local governments and disaster assistance organizations if the household is subject to legal penalties when the funds are not used as intended.

Examples: Payments by the Individual and Family Grant Program, Small Business Administration and/or FEMA.

14. Income Producing Property

Count income producing property as unearned income, whether from rent, lease or sale on an installment plan. If the household sells property on an installment plan, **count** the payments as unearned income. The balance of the note is an inaccessible resource. Examples of unearned income are income that is produced from non-liquid resources such as equipment, vehicles, and real property. Income produced from boarding situations is counted as earned income.

15. In-Kind Income

Exempt gain or benefit that is not money/check payable directly to the household.

16. Interest
Count interest income as unearned income.
17. Job Training
Exempt payments under the Workforce Investment Act (WIA) except On The Job (OJT) payments funded under Title II, Section 204(#) of the WIA are earned income and counted for adults. OJT payments are exempt if received by a child who is under 19 and under parental control of another household member.
18. Loans (non-educational)
Count as unearned income unless:
 - there is an understanding that the money will be re-paid and,
 - the client can reasonably explain how he will repay it.
19. Lump-Sum Payments
Count lump-sum payments as a resource and not as income.
20. Military Pay and Allowances
Count military pay and allowances for housing, food, base pay and flight pay as earned income, minus pay withheld to fund education under the G.I. Bill.
21. Pensions
Count pensions as unearned income.
22. Mineral Rights
Count payments for mineral rights as unearned income.
23. Self-Employment Income
Count self-employment income minus business expenses as earned income. Depreciation, travel, meals and entertainment expenses are not allowed and will not be used in the calculations. Therefore, any of these expenses taken on the tax return or on financial statements will be included in total income calculations.

If the household had self-employment income for the past year, then use the income figures from the previous year's business records or tax forms. Use more current information if current information is substantially different from the previous year.

If the business did not have self-employment income for the past year, then average the income over the period of time the business has been in operation and project that income.

If the business is so new that there is not enough information to make a reasonable projection, calculate the income based on anticipated earnings and expenses.

A person is self-employed if he is engaged in an enterprise for gain, either as an independent contractor, franchise holder, or owner-operator. If someone other than

the earner withholds either income taxes or FICA from the earner's earnings, the earner is an employee and not self-employed.

24. Social Security (RSDI) Benefits/Other Retirement Benefits

Count Social Security (RSDI) Benefits/Other Retirement Benefits as unearned income after **exempting** the amount deducted from the RSDI check for the Medicare premium and any amount that is being recouped for a prior overpayment. If a person receives a RSDI check and a SSI check, **exempt** the RSDI check as well as the SSI check because a person who receives any amount of SSI benefits also receives Medicaid and is therefore a disqualified household member. All income of a disqualified household member is **exempt**.

If an adult receives a social security survivor's benefit check for a child, this is considered the child's income and is only counted if the child is counted in the household composition.

25. Supplemental Security Income (SSI) Payments

Exempt Supplemental Security Income because anyone receiving SSI also receives Medicaid and is therefore a disqualified household member. All income of disqualified household members is **exempt**.

26. Trust Funds

Count trust fund withdrawals or dividends as unearned income.

27. Unemployment Compensation

Count unemployment compensation as unearned income after subtracting any amount being recouped for an Unemployment Income Benefit (UIB) overpayment. Exception: Count the gross amount if the household agreed to repay a food stamp overpayment through voluntary garnishment.

28. Vendor Payments

Exempt vendor payments if made by a person or an organization outside of the household directly to the household's creditor or person providing the service.

29. Veterans Administration Benefits

Count Veterans Administration (VA) Benefits as unearned income, minus any amount being recouped for a VA overpayment. Exempt benefits that meet a special need (i.e. a clothing allowance for an orthopedic appliance or an allowance for an attendant for a disabled veteran who requires special care).

30. Wages, Salaries and Commissions

Count the gross amount as earned income.

31. Worker's Compensation

Count Worker's Compensation as unearned income, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees. Exempt any reimbursement for a medical bill that the household paid.

32. Unusual Types of Benefits/Payments

Exempt benefits or payments from the following programs:

- Americorp.
- Volunteers in Service to America (VISTA).
- Retired Senior Volunteer Program (RSVP).
- Foster Grandparents.
- Senior Companion Program.
- National Senior Service Corps (Senior Corps)
- Tax exempt portions of payments made under the Alaska Native Claims Settlement Act.
- Food Stamp Program or Supplemental Nutrition Assistance Program (SNAP).
- Funds distributed or held in trust under the Indian Claims Commission for Indian Tribe members under Public Laws 92-254 or 93-135.
- Child Nutrition Act of 1966.
- National School Lunch Act.
- Nutrition Program for the Elderly (Title III, Older American Act of 1965).
- Uniform Relocation Assistance and Real Property Acquisitions Act (Title II).
- WIC Program (Special Supplemental Food Program for Women, Infants, and Children).
- Crime Victim Compensation Payments
- Learn and Serve

D. Verification of Income Sources

Prior to approval for healthcare assistance through the Nueces Aid Program, all countable income must be verified.

1. Earned Income

To verify earned income, use:

- paycheck stubs
- W-2 forms
- income tax returns
- sales records
- statements from employers (See Attachment 5)

2. Self-Employment Income

To verify self-employment income, use:

- business records and income tax forms
- statements completed and signed by the self-employed person

A signed copy of the previous year's IRS income tax statement; or business ledger listing income and expenses for the last 12 months or from the date the business started, whichever is less; or a statement from the business accountant or the self-employed individual listing the income and expenses for the last 12 months or the date the business started, whichever is less.

3. Unearned Income

To verify unearned income, use:

- award letters
- court orders or public decrees
- notes for cash contributions
- recent benefit checks
- income statements

If attempts to verify income are unsuccessful because the payer fails or refuses to give information and other proof is not available **use the applicant's statement as best available information** to determine the income amount.

E. Documentation of Income

The Eligibility Worksheet will be used to document and verify all sources of income. Exempt income will be documented with an explanation why it is exempt.

1. Earned Income

For earned income, the following items will be documented:

- dates of each wage statement or stub used;
- date paycheck is received;
- payer's name and address;
- gross income amount;
- frequency of receipt; and
- calculations used.

2. Self-Employment Income

For self-employment income, the following items will be documented:

- deductions for the cost of doing business; and
- other factors used to arrive at the income amount used.

3. Unearned Income

For unearned income, the following items will be documented:

- types of income;
- check or document seen;
- amount recorded on check or document;
- date income is verified; and
- calculations used.

F. Calculation of Income

1. The household's circumstances and income will be considered. Three (3) months of consecutive current pay periods will be used to calculate fluctuating income. Eligibility will be determined based on anticipated income and circumstances. If changes are likely, then the NCHD Enrollment Counselor will determine how the changes will affect the household's eligibility status.

Adjustments to the length of the eligibility period may be made based on anticipated changes in income and only after the eligibility period change has been approved by the NCHD Assistant Administrator or designee.

2. All countable income will be converted to monthly amounts by:
 - dividing yearly income by 12.
 - multiplying weekly income by 4.33.
 - adding amount received twice a month.
 - multiplying amount received every other week by 2.17.

3. Subtract the Deduction for Child Support, Alimony, and Other Payments to Dependents Outside the Home, if applicable. Allow the following deductions from members of the household group, including disqualified members:
 - The actual amount of child support and alimony a household member pays to persons outside the home.
 - The actual amount of a household member's payments to persons outside the home that a household member can claim as tax dependents or is legally obligated to support. .

4. Subtract Deduction for Medicaid Individuals, if applicable. This deduction applies when the household has a member who receives Medicaid and, therefore, is disqualified from the household. Using the Deduction chart below, deduct an amount for the support of the Medicaid member(s) as follows: Subtract an amount equal to the deduction for the number (#) of Medicaid-eligible individuals

Deduction for Eligible Individuals		
# of Medicaid-Eligible Individuals	Single Adult or Adult with Children	Minor Children Only
1	\$78	\$64
2	\$163	\$92
3	\$188	\$130
4	\$226	\$154
5	\$251	\$198
6	\$288	\$214
7	\$313	\$267
8	\$356	\$293

5. The Net Household Income Table (Eligibility Income Guidelines for Financial Assistance) will be adjusted on January 1, 2001 and annually thereafter on the first day of the month following publication in the *Federal Register* to reflect the Federal Poverty Guidelines (FPG) published each year, based on family size and percentage of coverage. The new table will include the following relationships:

FPG%	NCHD Payment %	Patient Co-Insurance
0-100%	100%	0%
101-110%	90%	10%
111-120%	80%	20%
122-130%	70%	30%
131-138%	60%	40%
139-150%	50%	50%

The new Eligibility Income Guidelines and Federal Poverty Guidelines effective are attached.

- An applicant with income levels between **138% and 150%** of the Federal Poverty Guidelines will be eligible for Nueces Aid coverage only when a hardship exemption is provided. Hardship exemptions are granted through the health insurance market place at Healthcare.gov.

NUECES COUNTY HOSPITAL DISTRICT
 INDIGENT HEALTH CARE PROGRAM ELIGIBILITY
 INCOME GUIDELINES FOR FINANCIAL ASSISTANCE
 Approved Scale
 Effective March 1, 2022

2022 HHS POVERTY GUIDELINES											NCHD pays
13,590	18,310	23,030	27,750	32,470	37,190	41,910	46,630	51,350	56,070		
SIZE OF HOUSEHOLD											
1	2	3	4	5	6	7	8	9	1*		
M O N T H L Y G R O S S F A M I L Y I N C O M E	0 to 1133	0 to 1526	0 to 1919	0 to 2313	0 to 2706	0 to 3099	0 to 3493	0 to 3886	0 to 4279	Add 394	100%
	1134 to 1246	1527 to 1678	1920 to 2111	2314 to 2544	2707 to 2976	3100 to 3409	3494 to 3842	3887 to 4274	4280 to 4707	Add 433	90%
	1247 to 1359	1679 to 1831	2112 to 2303	2545 to 2775	2977 to 3247	3410 to 3719	3843 to 4191	4275 to 4663	4708 to 5135	Add 472	80%
	1360 to 1472	1832 to 1984	2304 to 2495	2776 to 3006	3248 to 3518	3720 to 4029	4192 to 4540	4664 to 5052	5136 to 5563	Add 511	70%
	1473 to 1563	1985 to 2106	2496 to 2648	3007 to 3191	3519 to 3734	4030 to 4277	4541 to 4820	5053 to 5362	5364 to 5905	Add 543	60%
	1564 to 1699	2107 to 2289	2649 to 2879	3192 to 3469	3735 to 4059	4278 to 4649	4821 to 5239	5363 to 5829	5906 to 6419	Add 590	50%

GROSS FAMILY INCOME (monthly)

*Add the amounts shown in last column for each additional family member of household if size of household exceeds 9 members.

Nueces County Hospital District
 Combined Balance Sheet - All Fund Types & Account Groups
 As of 01/31/2022
 (In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	54,648,001 *	23,363,210	95,844	0	0	78,107,054
Investments	0	33,060,764	0	0	0	33,060,764
Accrued Interest	0	90,006	1	0	0	90,007
Taxes Receivable, Net of Allowance	13,074,890	0	0	0	0	13,074,890
Other Receivables	0	0	0	0	0	0
Due from Other Funds	14,574	0	0	0	0	14,574
Prepaid Expenditures	116,579	0	0	0	0	116,579
Restricted Cash & Cash Equivalents - LPPF	50,419,827	0	0	0	0	50,419,827
Fixed Assets	0	0	0	32,158,070	0	32,158,070
Amt to be Provided for Retirement of LT Debt	0	0	0	0	53,485	53,485
Total Assets	<u>118,273,871</u>	<u>56,513,980</u>	<u>95,845</u>	<u>32,158,070</u>	<u>53,485</u>	<u>207,095,251</u>
Liabilities						
Accounts Payable	2,817,966	0	0	0	0	2,817,966
Accrued Payroll & Related Liabilities	230,315	0	0	0	0	230,315
Intergovernmental Transfer Obligations	50,419,827	0	0	0	0	50,419,827
Due to Other Funds	0	0	14,574	0	0	14,574
Deferred Revenue	13,074,890	0	0	0	0	13,074,890
Long Term Paid Time Off	0	0	0	0	53,485	53,485
Total Liabilities	<u>66,542,998</u>	<u>0</u>	<u>14,574</u>	<u>0</u>	<u>53,485</u>	<u>66,611,057</u>
Fund Equity						
Fund Balance	46,329,037	0	81,271	32,158,070	0	78,568,378
Committed to:						
Intergovernmental Transfers	5,401,836	0	0	0	0	5,401,836
Indigent Care	0	56,513,143	0	0	0	56,513,143
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	<u>51,730,873</u>	<u>56,513,980</u>	<u>81,271</u>	<u>32,158,070</u>	<u>0</u>	<u>140,484,194</u>
Total Liabilities & Fund Equity	<u>118,273,871</u>	<u>56,513,980</u>	<u>95,845</u>	<u>32,158,070</u>	<u>53,485</u>	<u>207,095,251</u>

* General Fund Cash & Equivalents balance includes \$5,401,836 in committed funds.

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

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Taxes	13,194,703	28,507,192
Penalties & Interest - Taxes	8,340	64,370
Spohn Corporate Member Revenue	1,117,851	4,105,178
Investment Income	1,459	5,049
Other Income	379	1,021
Total Revenues	<u>14,322,731</u>	<u>32,682,810</u>
Current Expenditures		
Intergovernmental Transfers	3,386,350	21,191,174
County Healthcare Funding	702,772	3,074,725
Salaries	98,975	373,386
Benefits	50,141	220,108
Legal & Professional Fees	23,687	99,834
Purchased Services	122,432	537,075
Supplies & Materials	1,297	4,957
Rent & Leases	11,528	46,950
Repairs & Maintenance	11	118
Utilities	3,044	12,505
Insurance	1,876	7,504
Administrative & General	3,315	17,298
Capital Outlay	0	2,501
Total Current Expenditures	<u>4,405,429</u>	<u>25,588,135</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>9,917,303</u>	<u>7,094,675</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>9,917,303</u>	<u>7,094,675</u>
Fund Balance, Beginning of Year		44,636,198
FUND BALANCE, END OF YEAR		<u><u>51,730,873</u></u>

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

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	14,046	51,350
Total Revenues	14,046	51,350
 Excess of Revenues Over Expenditures Before Sources/Uses	 14,046	 51,350
 Excess of Revenues Over Expenditures After Sources & Uses	 14,046	 51,350
 Fund Balance, Beginning of Year		 56,462,630
 FUND BALANCE, END OF YEAR		 56,513,980

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

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	3
Total Revenues	1	3
Current Expenditures		
Benefits	2,361	5,840
Administrative & General	40	162
Total Current Expenditures	2,401	6,002
Excess of Revenues Over Expenditures Before Sources/Uses	(2,400)	(5,999)
Excess of Revenues Over Expenditures After Sources & Uses	(2,400)	(5,999)
Fund Balance, Beginning of Year		87,269
FUND BALANCE, END OF YEAR		81,271

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

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	13,194,703	11,864,077	1,330,626	28,507,192	26,128,944	2,378,248
Penalties & Interest - Taxes	8,340	50,251	(41,911)	64,370	129,600	(65,230)
Spohn Corporate Member Revenue	1,117,851	823,661	294,190	4,105,178	3,294,644	810,534
Investment Income	1,459	307	1,152	5,049	1,127	3,922
Other Income	379	0	379	1,021	0	1,021
Total Revenues	<u>14,322,731</u>	<u>12,738,296</u>	<u>1,584,435</u>	<u>32,682,810</u>	<u>29,554,315</u>	<u>3,128,495</u>
Current Expenditures						
Intergovernmental Transfers	3,386,350	3,537,397	151,047	21,191,174	10,470,608	(10,720,566)
County Healthcare Funding	702,772	934,549	231,777	3,074,725	4,211,553	1,136,828
Salaries	98,975	118,234	19,259	373,386	477,967	104,581
Benefits	50,141	58,969	8,828	220,108	246,703	26,595
Legal & Professional Fees	23,687	122,500	98,813	99,834	490,504	390,670
Purchased Services	122,432	138,962	16,530	537,075	546,192	9,117
Supplies & Materials	1,297	1,750	453	4,957	7,000	2,043
Rent & Leases	11,528	12,625	1,097	46,950	50,504	3,554
Repairs & Maintenance	11	751	740	118	3,004	2,886
Utilities	3,044	4,866	1,822	12,505	19,472	6,967
Insurance	1,876	2,258	382	7,504	9,036	1,532
Administrative & General	3,315	16,632	13,317	17,298	66,556	49,258
Capital Outlay	0	0	0	2,501	163,000	160,499
Extraordinary	0	417	417	0	1,668	1,668
Total Current Expenditures	<u>4,405,429</u>	<u>4,949,910</u>	<u>544,481</u>	<u>25,588,135</u>	<u>16,763,767</u>	<u>(8,824,368)</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>9,917,303</u>	<u>7,788,386</u>	<u>2,128,917</u>	<u>7,094,675</u>	<u>12,790,548</u>	<u>(5,695,873)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>9,917,303</u>	<u>7,788,386</u>	<u>2,128,917</u>	<u>7,094,675</u>	<u>12,790,548</u>	<u>(5,695,873)</u>
Fund Balance, Beginning of Year				44,636,198	0	44,636,198
FUND BALANCE, END OF YEAR				<u>51,730,873</u>	<u>12,790,548</u>	<u>38,940,325</u>

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

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Excess of Revenues Over Expenditures Before Sources/Uses	0	0	0	0	0	0
Excess of Revenues Over Expenditures After Sources & Uses	0	0	0	0	0	0
Fund Balance, Beginning of Year				837	0	837
FUND BALANCE, END OF YEAR				<u>837</u>	<u>0</u>	<u>837</u>

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

UNAUDITED

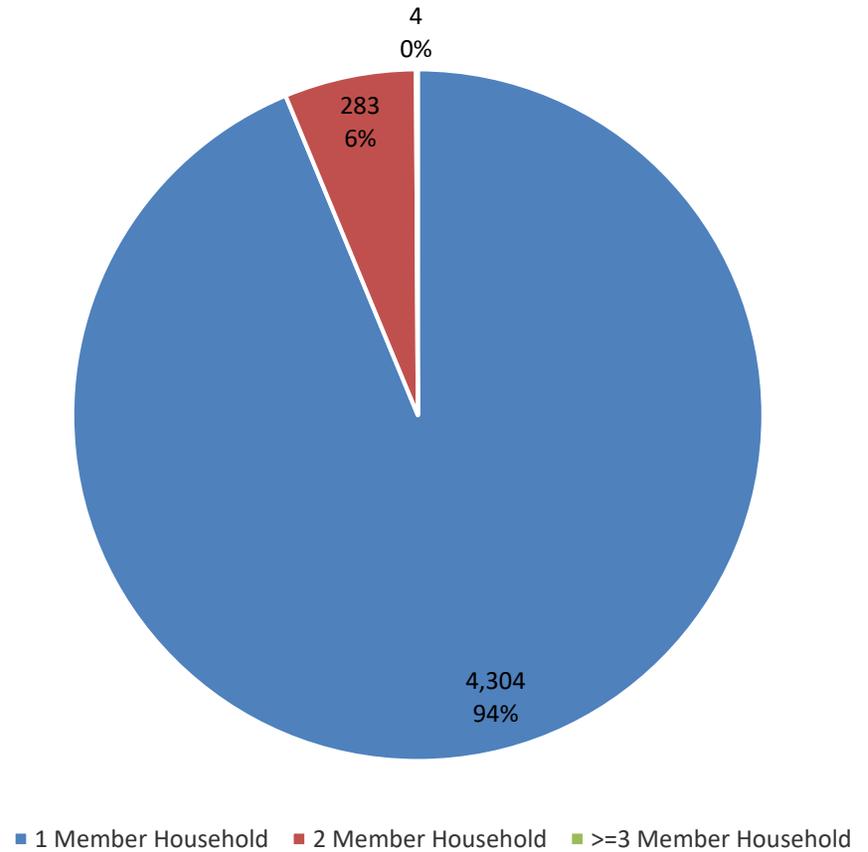
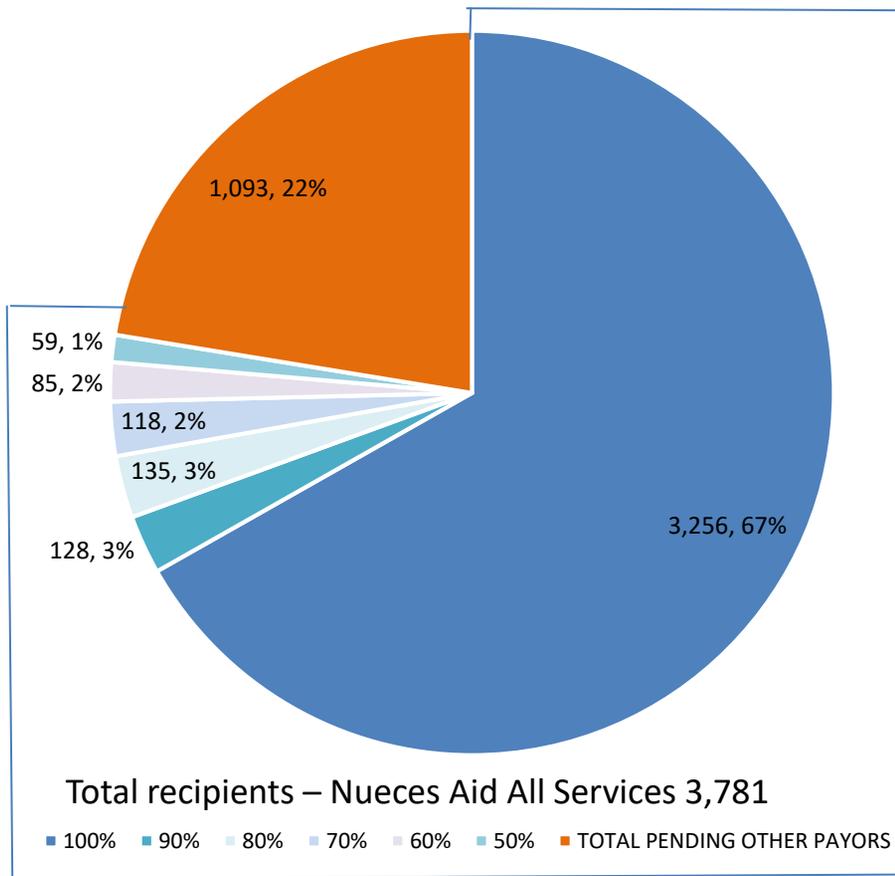
	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Investment Income	14,046	4,704	9,342	51,350	18,813	32,537
Total Revenues	<u>14,046</u>	<u>4,704</u>	<u>9,342</u>	<u>51,350</u>	<u>18,813</u>	<u>32,537</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>14,046</u>	<u>4,704</u>	<u>9,342</u>	<u>51,350</u>	<u>18,813</u>	<u>32,537</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>14,046</u>	<u>4,704</u>	<u>9,342</u>	<u>51,350</u>	<u>18,813</u>	<u>32,537</u>
Fund Balance, Beginning of Year				56,461,793	0	56,461,793
FUND BALANCE, END OF YEAR				<u>56,513,143</u>	<u>18,813</u>	<u>56,494,330</u>

January 2022

Nueces Aid Program Enrollment

Total Enrolled
4,874

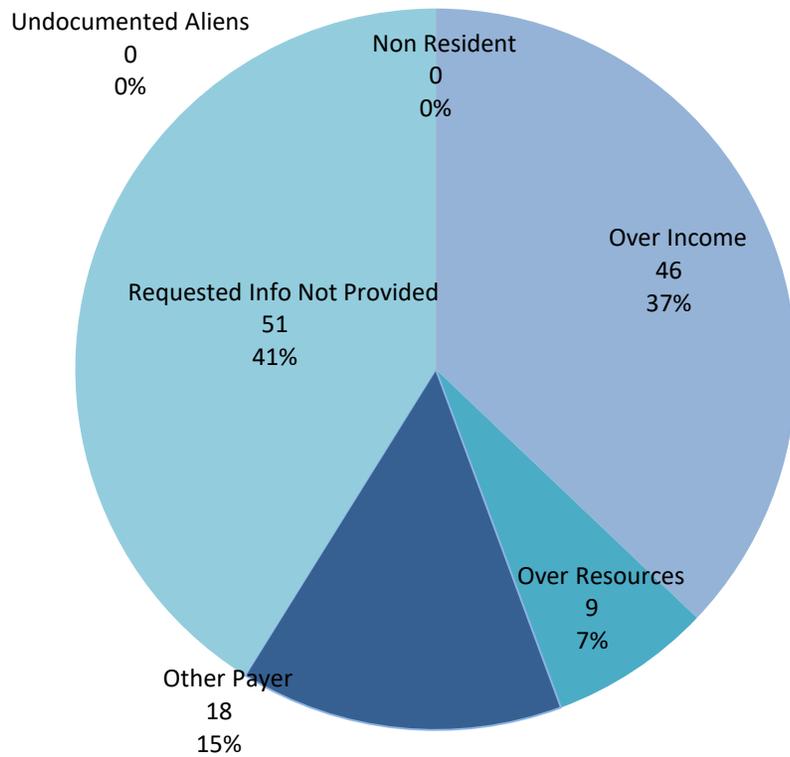
Total Households
4,591



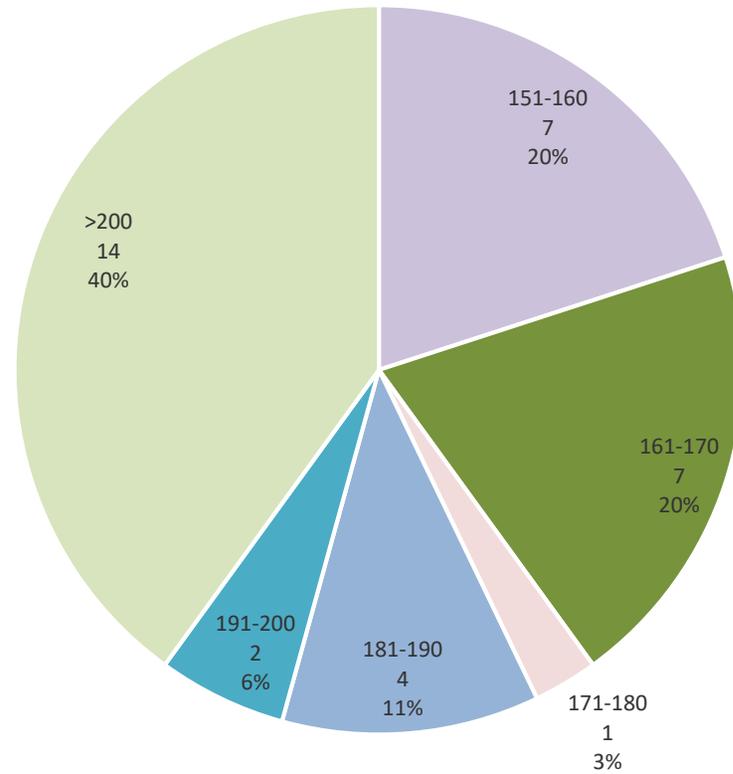
NUECES AID DENIALS

Calendar Year 2022
January-January

Denial Reasons



Comparison of Over Income Case to 2021 HHS Poverty Guidelines



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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2022	Comments
TOTAL APPLICATIONS	849												849	
- Approved	725												725	
%	85.4%												85.4%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	124												124	
%	14.6%												14.6%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	511												511	
%	70.5%												70.5%	
90%	18												18	
%	2.5%												2.5%	
80%	17												17	
%	2.3%												2.3%	
70%	17												17	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	2.3%												2.3%	
60%	13												13	
%	1.8%												1.8%	
50%	11												11	
%	1.5%												1.5%	
TOTAL	587												587	
%	81.0%												81.0%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	628												628	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	92.8%												92.8%	
2 Member Household	48												48	
%	7.1%												7.1%	
3 or > Member Household	1												1	Households pending other payors are not included.
%	0.1%												0.1%	
TOTAL HOUSEHOLDS APPROVED	677												677	

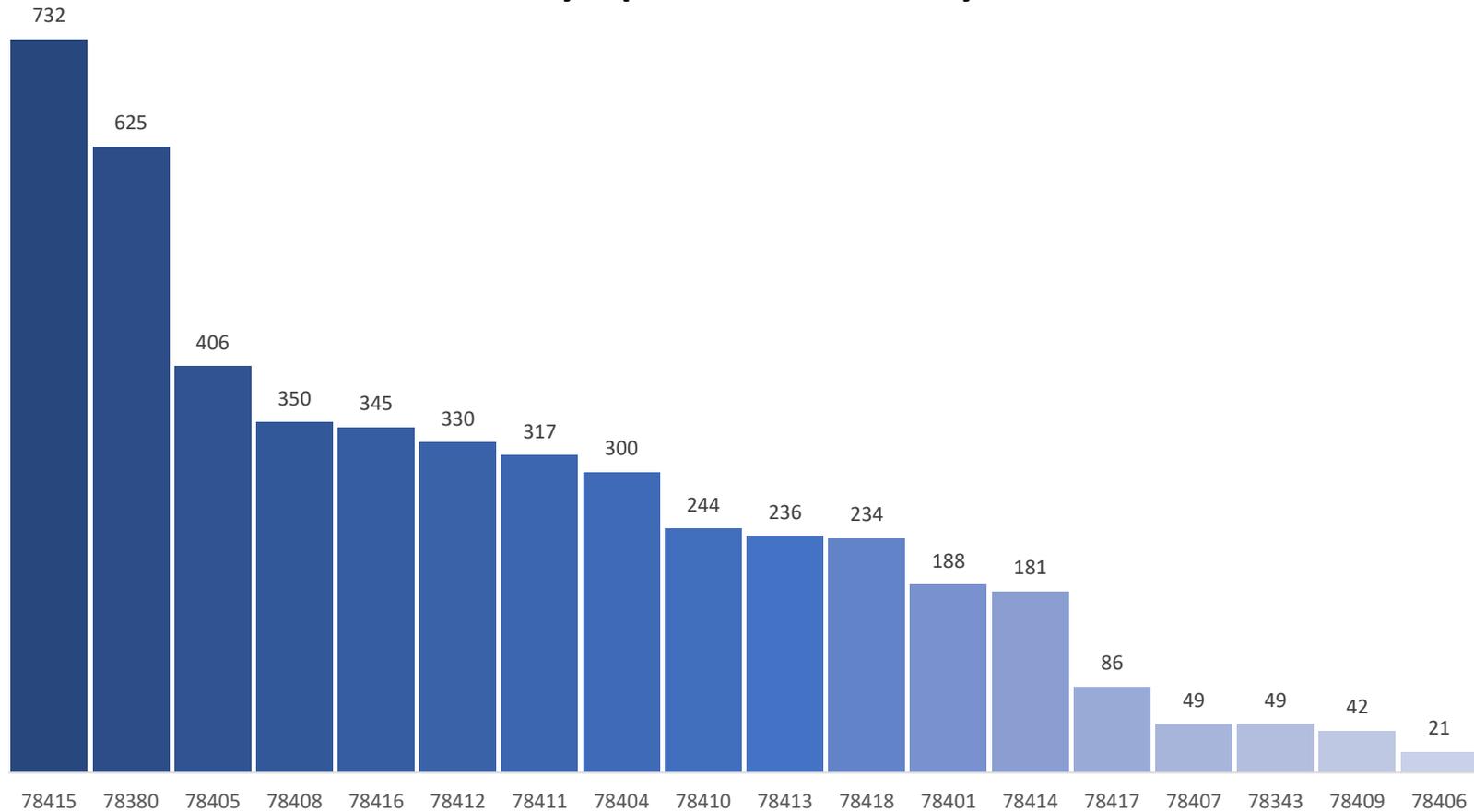
**Nueces Aid Program
Application Processing Summary Calendar Year 2021**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2022	Comments
NCHD DENIALS - Reasons for Denials														
Non Resident	0												0	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	0.0%												0.0%	
Over Income	46												46	
%	37.1%												37.1%	
Over Resources	9												9	
%	7.3%												7.3%	
Other Payer	18												18	
%	14.5%												14.5%	
Requested Info Not Provided	51												51	
%	41.1%												41.1%	
Undocumented Aliens	0												0	Note: UA code eff 08/01/01
%	0.0%												0.0%	
TOTAL DENIALS	124												124	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	85												85	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	79.4%												79.4%	
2 Member Household	18												18	
%	16.8%												16.8%	
3 or > Member Household	4												4	Households pending other payors are not included.
%	3.7%												3.7%	
TOTAL HOUSEHOLDS DENIED	107												107	
PENDING APPLICATIONS														
Pending documentation	95												95	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	19												19	
SSI-SSID	64												64	
Other Payor	55												55	



Nueces County Hospital District

Enrollment by Zipcode as of January 2022

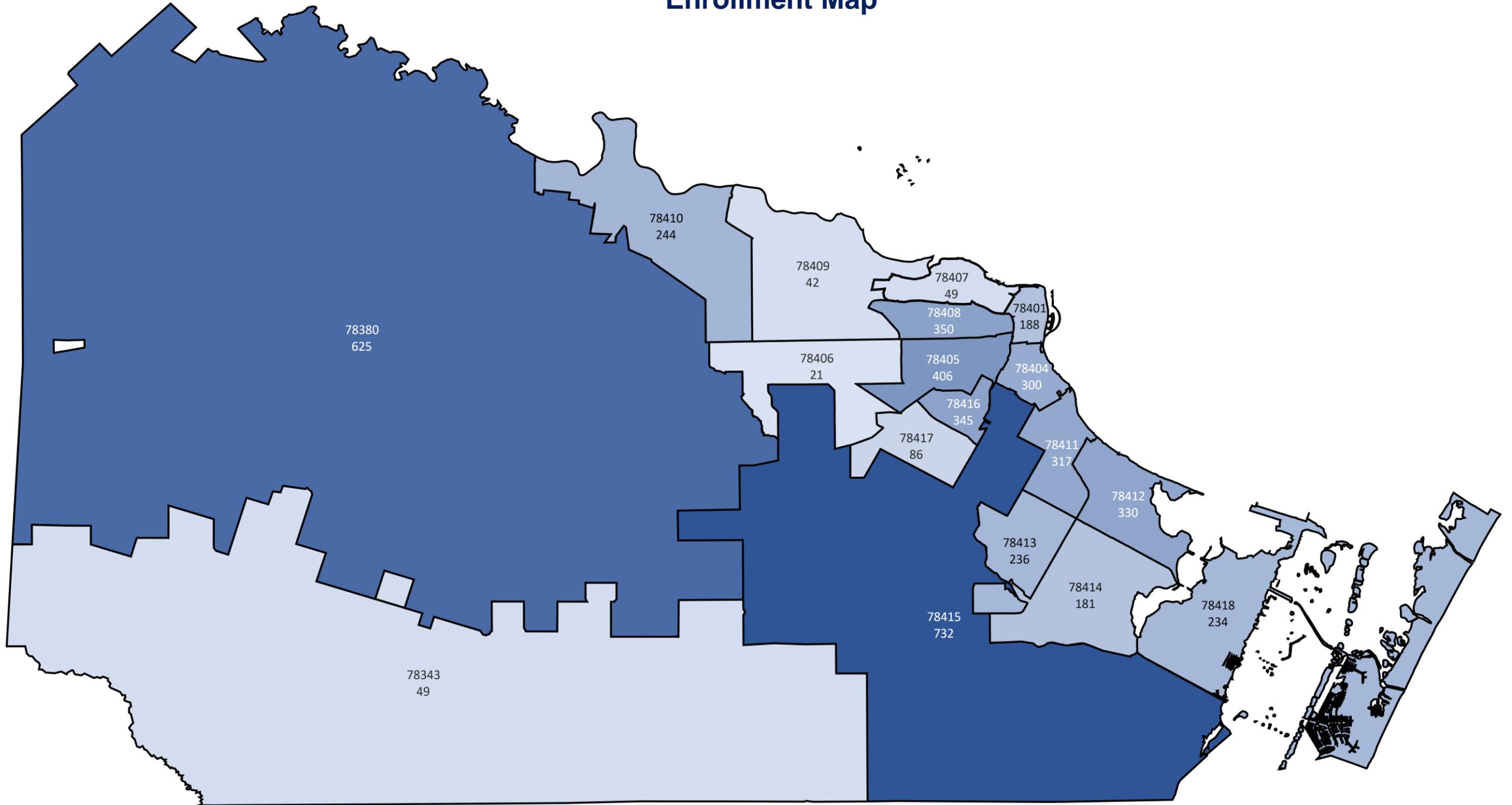


**Nueces County Hospital District
Enrollment by Zip Code
As of 1/31/2022**

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	726	15%
78380	Robstown	636	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	415	9%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	356	7%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	343	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	329	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	320	7%
78404	CC:Six Points	314	6%
78410	CC:Annville and Calallen	244	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	242	5%
78418	CC:Flour Bluff	241	5%
78401	CC:Downtown and Cargo Docks	237	5%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	180	4%
78417	CC:Old Brownsville to Ayers to Saratoga	90	2%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	49	1%
78343	Bishop + FM 665 to CR 107 W to CR 57E	48	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	43	1%
78406	CC: Clarkwood and San Juan	23	0%
	Subtotal	4,836	99%
	Total	4,874	



Nueces County Hospital District Enrollment Map



SERVICES CONTRACT

STATE OF TEXAS

NUECES COUNTY HOSPITAL DISTRICT

THIS CONTRACT FOR SERVICES ("**Contract**"), with an effective date of March _____, 2022, is made by and between the **Nueces County Hospital District ("Hospital District")**, a political subdivision formed under the laws of the State of Texas, whose Administrative Office is 555 N. Carancahua Street, Suite 950 Corpus Christi, TX 78401; and **Hagerty Consulting, Inc. ("Contractor")**, a corporation organized and existing under the laws of the State of Illinois, whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, IL 60201 (collectively the "**Parties**") for the purpose of contracting for services herein.

WITNESSETH

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

WHEREAS, Hospital District has incurred expenses which they believe to be eligible expenses under FEMA's Public Assistance Program or Emergency Recovery program; and

WHEREAS, Hospital District wishes to submit their expenses to FEMA for assistance/reimbursement; and

WHEREAS, Hospital District desires to engage professional services to assist with Disaster Recovery Management of expenses incurred by the Hospital District eligible for FEMA recovery assistance; and

WHEREAS, Nueces County solicited Request For Proposals for Disaster Recovery Management services under FRP No. 3141-20, which was subsequently awarded by Nueces County to Hagerty Consulting LLC; and

WHEREAS, on December 15, 2021, Hospital District presented a request to the Nueces County Commissioners Court to allow Hospital District to utilize Nueces County's procurement and award for Disaster Recovery Management under their RFP No. 3141-20 to comply with the requirements of local governments to seek competitive bids and proposals for the purchase of such goods and services through Awarded Proposals; and

WHEREAS, on December 15, 2021, Hospital District received the consent of Nueces County to enter into an interlocal agreement with Nueces County in accordance with applicable purchasing laws, to utilize Nueces County's procurement and award for Disaster Recovery Management as previously solicited by Nueces County under Request For Proposal No. 3141-20 (RFP) including all proposals received under the RFP and subsequently awarded by Nueces County to Hagerty Consulting, LLC.

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

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

AGREEMENT

ARTICLE 1

SCOPE OF WORK TO BE PROVIDED BY HOSPITAL DISTRICT

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

ARTICLE 2

SCOPE OF WORK TO BE PROVIDED BY CONTRACTOR

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

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

**ARTICLE 3
CONTRACT PERIOD**

3.1 The Term of this Contract shall be from March 02, 2022 through March 01, 2024 (2 years). The Contractor shall proceed with the Services as authorized in writing by the Hospital District, as provided in **Article 5 - Work Authorizations**. This Contract shall terminate at the close of business on March 01, 2024 unless extended by supplement agreement duly executed by the Parties prior to the date of termination, as provided in **Article 10 - Supplemental Agreements** for an additional three (3) one (1) year periods, or otherwise terminated, as provided in **Article 18 - Termination**. Any work performed, Services, or costs incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT**

4.1 The maximum amount payable under this Contract is a Not-to-Exceed (NTE) amount of \$50,000 (fifty thousand dollars) unless modified as provided in **Article 10 - Supplemental Agreements**. Payments shall be due and payable on a monthly basis as Services are provided in accordance with this Contract and **Attachment C- Work and Fee Schedule**, herein attached and incorporated in its entirety. Amounts due and payable to Contractor under any Work Authorization will be based on the level of effort and approved hourly rates in **Attachment C**.

4.2 Hospital District will not reimburse Contractor for travel unless approved in advance in writing - including but not limited to email - by Hospital District. Approved travel costs will be billed to the Hospital District in accordance with General Services Administration (GSA) federal travel regulations at the time of the travel, at cost without markup.

4.3 If any other out-of-pocket costs are necessary, they will be approved in advance in writing - including but not limited to email - by Hospital District and billed at cost, without markup. To the extent that any travel fee or out-of-pocket cost is not pre-approved by Hospital District, such expenses shall be ineligible for reimbursement to Contractor.

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

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

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

ARTICLE 5
WORK AUTHORIZATIONS

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

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

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

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

5.5 Contractor shall work with Hospital District to establish a system to track and submit direct and indirect administrative costs for allowable reimbursement from the Federal Emergency Management Agency (FEMA), United States Department of Housing and Urban Development (HUD), or the State of Texas. Hospital District represents and understands that FEMA, HUD, and similar recovery programs are "reimbursement" programs and that the Hospital District must pay Contractor prior to seeking reimbursement for any allowable portion of these costs. For the avoidance of doubt, Hospital District hereby agrees that its obligation to compensate Contractor is not contingent upon the timing or the amount of reimbursement from FEMA, HUD, or the State of Texas.

ARTICLE 6
PROGRESS

6.1 Contractor shall, from time to time during the progress of the Services, confer with Hospital District. Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by Hospital District, in order to evaluate features of the

Work Authorization and Services. Upon request by Hospital District, Contractor shall make presentations to the Hospital District's Board of Managers.

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

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

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

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

ARTICLE 7 SUSPENSION

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

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

ARTICLE 8 ADDITIONAL WORK

8.1 If Contractor determines that any Services or work it has been directed to perform are beyond the scope of this Contract and constitutes extra work, it shall promptly notify Hospital District in writing. In the event Hospital District determines that such Services or work constitute

extra work exceeding the maximum amount payable, Hospital District shall so advise Contractor and a supplemental agreement may be executed, as provided in **Article 10 - Supplemental Agreements**.

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

ARTICLE 9 CHANGES IN WORK

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

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

ARTICLE 10 SUPPLEMENTAL AGREEMENTS

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

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

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

Any supplemental agreement shall be consistent with **RFP No. 3141-20** as solicited by Nueces County and which Hospital District relies on pursuant to its Interlocal Agreement with Nueces County District allowing Hospital District to utilize Nueces County's procurement and award for

Disaster Recovery Management under their RFP No. 3141-20; to comply with competitive bidding requirements of local governments; and or may require another bid process.

**ARTICLE 11
PUBLIC INFORMATION ACT**

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

**ARTICLE 12
PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 13
SUBCONTRACTING**

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

**ARTICLE 14
EVALUATION OF WORK**

14.1 Hospital District and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the Services performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of Contractor, Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Hospital District representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of

the Services under this Contract, Contractor's Services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

ARTICLE 15 SUBMISSION OF REPORTS

15. All applicable study reports shall be submitted in preliminary form for review by Hospital District before a final report is issued. Hospital District's comments on Contractor's preliminary report shall be addressed in the final report. No study reports are herein required for performance of services requested.

ARTICLE 16 COMPUTER DOCUMENTS AND INFORMATION EXCHANGE

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

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

ARTICLE 17 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

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

**ARTICLE 18
TERMINATION**

18.1 This Contract shall terminate at the close of business (5:00 P. M. Central) on March 01, 2024, unless extended as provided in **Article 10 Supplemental Agreements**.

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

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

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

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

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

**ARTICLE 19
COMPLIANCE WITH LAWS**

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

19.2 It is expressly understood by Hospital District and Contractor, that from the date of award of Contractor to one-year after termination or expiration of Contract term, it is prohibited for any Hospital District official or employee thereof, to receive gifts and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

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

19.3.1 Title VII of the Civil Rights Act of 1964;

19.3.2 Age Discrimination in Employment Act of 1967;

19.3.3 Title I of the Americans with Disabilities Act of 1990;

19.3.4 Equal Pay Act of 1963;

19.3.5 Fair Labor Standards Act of 1938; and

19.3.6 Immigration Reform and Control Act of 1986.

19.3.7 This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those requirements, the Parties will work together in good faith to supplement the Contract as necessary.

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

ARTICLE 20 INDEMNIFICATION

20.1 CONTRACTOR SHALL SAVE HARMLESS THE HOSPITAL DISTRICT AND ITS OFFICERS/BOARD OF MANAGERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, ITS PROFESSIONALS WORKING AS INDEPENDENT CONTRACTORS AS ALLOWED BY ARTICLE 13, OR ITS EMPLOYEES

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

**ARTICLE 21
CONTRACTOR'S RESPONSIBILITY**

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

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

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

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

**ARTICLE 23
SUCCESSORS AND ASSIGNS**

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

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

**ARTICLE 24
SEVERABILITY**

24.1 In the event any one or more of the provisions contained in this Contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 25
PRIOR CONTRACT SUPERSEDED**

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

**ARTICLE 26
NOTICES**

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

HOSPITAL DISTRICT

JONNY F. HIPPI
Administrator/Chief Executive Officer
555 N. Carancahua St., Suite 950
Corpus Christi, Texas 78401
jonny.hipp@nchdcc.org

CONTRACTOR

BRADLEY R. GRINING
Chief Operating Officer
1618 Orrington Avenue, Suite 201
Evanston, IL 60201
Brad.Grining@hagertyconsulting.com

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

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

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

ARTICLE 27 GOVERNING LAW AND VENUE

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

ARTICLE 28 WARRANTIES OF CONTRACTOR AND HOSPITAL DISTRICT

28.1 Hospital District warrants that:

28.1.1 Hospital District has the lawful authority to enter into and perform this Contract:

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

28.2 Contractor warrants that Contractor has:

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

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

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

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

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

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

**ARTICLE 29
INSURANCE**

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

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

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

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

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

Hospital District.

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

29.2 Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the Hospital District.

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

ARTICLE 30 MISCELLANEOUS

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

30.2 This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

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

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

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

IN WITNESS WHEREOF, Hospital District and Contractor have executed these presents in duplicate.

NUECES COUNTY HOSPITAL DISTRICT

HAGERTY CONSULTING, INC.

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

By: _____
Bradley R. Grining
Chief Operating Officer

Date: _____

Date: _____

List of Attachments:

Attachment A - Services to be Provided by the Hospital District

Attachment B - Services to be Provided by the Contractor

Attachment C - Work Schedule and Fee Schedule

Attachment D - Work Authorization

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

Attachment F - Anti-Lobbying Certificate

Attachment G - Debarment Statement

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

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



Good morning Jonny,

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

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

Wishing you and yours a happy and healthy holiday season!

Best,

Ankit Sanghavi, BDS MPH

Executive Director

Texas Health Institute

9111 Jollyville Rd., St. 280

Austin, Texas 78759

www.texashealthinstitute.org

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



NUECES COUNTY HOSPITAL DISTRICT
Administrative Offices

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

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

VIA CERTIFIED MAIL
7017 3040 0000 9476 8433

December 9, 2021

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

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

Dear Ankit:

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

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

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

The contract expired on April 20, 2021.

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

Mr. Ankit Sanghavi
December 9, 2021

Page 2

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

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

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

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

Sincerely,

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

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

Enclosures



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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read 'C. W. P.' or similar.

III) Deliverables

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

IV) Staffing

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

V) Costs and Reimbursement Schedule

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

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

Amir

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

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

VI. Data Confidentiality and Security

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

VII. Recognition, Ownership, Copyright, Publication

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

VIII. Publicity

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

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



IX. THI Employees and Consultants

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

X. Termination

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

XI. Notices

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

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

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

XII. Amendment

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

XIII. Venue

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



XIV. Entire Agreement

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

XV. Execution

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

In Concurrence with the Terms Above:



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

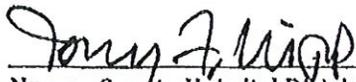
Date: 10/27/20

Accepted and Agreed:



Texas Health Institute
Ankit Sanghavi
Executive Director

Date: October 27, 2020



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

Date: 10/26/20



Amendment No.1

Agreement between Texas Health Institute and Nueces County Hospital District

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

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

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

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

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

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

Executed: February 11, 2021

TEXAS HEALTH INSTITUTE

NUECES COUNTY HOSPITAL DISTRICT

Ankit Sanghavi

Jonny F. Hipp

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

Ankit Sanghavi

Jonny F. Hipp

Executive Director

Administrator/Chief Executive Officer

Date: February 11, 2021

Date: February 12, 2021



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

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

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

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

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

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

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

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

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

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

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

ACCEPTED AND AGREED:

TEXAS HEALTH INSTITUTE

NUECES COUNTY HOSPITAL DISTRICT

Ankit Sanghavi

Ankit Sanghavi BDS, MPH
Executive Director

Jonny F. Hipp

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

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

Date: March 08, 2021

Date: March 9, 2021

CONTRACT AMENDMENT NO. 3

NUECES COUNTY HOSPITAL DISTRICT
AND TEXAS HEALTH INSTITUTE

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

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

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

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

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

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

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

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

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

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

IN CONCURRENCE WITH THE TERMS ABOVE:

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

ACCEPTED AND AGREED:

NUECES COUNTY HOSPITAL DISTRICT

TEXAS HEALTH INSTITUTE

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

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

Ankit Sanghavi

Ankit Sanghavi, BDS, MPH
Executive Director

Date: April 13, 2021

Date: April 13, 2021



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

12/09/2021 02:00 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.98
Austin, TX 78759			
Weight: 0 lb 2.80 oz			
Estimated Delivery Date			
Mon 12/13/2021			
Certified Mail®			\$3.75
Tracking #:			
			70173040000094768433
Return Receipt			\$3.05
Tracking #:			
			9590 9402 3754 8032 4187 73
Total			\$7.78

Grand Total: \$7.78

Cash \$8.00
 Change -\$0.22

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

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

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



NUECES COUNTY HOSPITAL DISTRICT
Administrative Offices

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

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

VIA ELECTRONIC MAIL
and VIA CERTIFIED MAIL
7013 2630 0000 2359 5783

February 1, 2022

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

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

Dear Ankit:

Thank you for your email of January 25, 2022 in follow up of the Hospital District's Board of Manager's meeting. In that email you mention that you left a chat message on Zoom for the Board, in which you stated that the Board members did not have any questions for you. However, members of the Board did have questions for you regarding Texas Health Institute's (THI) December 6, 2021 invoice of \$19,000 which you have presented for payment. When the Board of Managers meeting reconvened following their Executive Session, your presence at the meeting was no longer visible on Zoom and there was no message visible on Zoom's chat feature from you. Therefore, the Board elected to table any action on THI's invoice and move the matter to their next meeting.

The next meeting of the Hospital District's Board of Managers will be at 10:00 a.m. on Tuesday, February 22, 2022. If you are available, you may want to join the meeting via Zoom, in case any of the members of the Board have questions they would like to ask regarding the invoice for which you request payment. I cannot give you a definite time when the agenda item regarding THI's invoice will be taken up by the Board, because some meetings move faster than others.

If you are unable to join the meeting, you may want to provide a written statement to the Board addressing the issues that were mentioned in my December 9, 2021 letter to you. I have enclosed a copy of that letter for your convenience. If you decide to provide a written statement, your statement will be presented to the Board at the meeting on February 22, 2022, before they take up the request for payment of the invoice from THI in the amount of \$19,000.

Letter to Ankit Sanghavi
February 1, 2022

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

Sincerely,

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

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

Enclosures



NUECES COUNTY HOSPITAL DISTRICT
Administrative Offices

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

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

VIA CERTIFIED MAIL
7017 3040 0000 9476 8433

December 9, 2021

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

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

Dear Ankit:

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

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

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

The contract expired on April 20, 2021.

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

Mr. Ankit Sanghavi
December 9, 2021

Page 2

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

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

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

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

Sincerely,

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

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

Enclosures

From: [Jonny F. Hipp \(NCHD\)](#)
To: [Ankit Sanghavi \(asanghavi@texashealthinstitute.org\)](mailto:asanghavi@texashealthinstitute.org)
Bcc: [Mary Esther Guerra \(Maryesther.guerra@nuecesco.com\)](mailto:Maryesther.guerra@nuecesco.com)
Subject: Hospital District Board Meeting
Date: Saturday, February 19, 2022 2:26:00 PM
Attachments: [image001.png](#)

Ankit,

Our 2/22 Board meeting has been rescheduled to 3/1, 10 AM CST.

Jonny F. Hipp, ScD, FACHE | Administrator/Chief Executive Officer
Nueces County Hospital District

Texas HHSC Regional Healthcare Partnership - Region 4 Anchor Entity
Texas HHSC Uniform Hospital Rate Increase Program - Nueces Service Delivery Area Liaison
555 N. Carancahua St., Suite 950 | Corpus Christi, TX 78401-0835
Office: (361) 808-3300 | Fax: (361) 808-3274 | Cell: (361) 877-7290
jonny.hipp@nchdcc.org | www.nchdcc.org



Sent from Windows 10 Desktop at Home

**Amended Cooperative Agreement for City-Operated
Corpus Christi-Nueces County Public Health District**

WHEREAS, the City of Corpus Christi (“City”) and Nueces County, Texas (“County”) established the *Corpus Christi-Nueces County Public Health District* (the “Health District”) through a Cooperative Agreement (the “Cooperative Agreement”) on or about September 30, 1984 for the cooperative administration of local public health programs and reformed the arrangement on April 21, 2009 pursuant to Chapter 121 of the Texas Health and Safety Code, and operated the Health District continuously since its formation with both City and County employees since that date;

WHEREAS, the City and County amended that Agreement pursuant to Chapter 121 of the Texas Health and Safety Code with the *First Amendment to the Reformed Cooperative Agreement to Operate a Public Health District* effective September 1, 2013, the *Second Amendment to the Reformed Cooperative Agreement to Operate a Public Health District* effective October 1, 2017, and the *Third Amendment to the Reformed Cooperative Agreement to Operate a Public Health District to Extend City Withdrawal to February 17, 2022 to Provide for Negotiations*, effective January 14, 2022;

WHEREAS, the Parties are agreeing to further amend the Cooperative Agreement to provide for the City’s exclusive management of the Health District recognizing multiple studies over the past two decades have determined that the Health District should be restructured to provide additional operational efficiencies and improve employee morale, but reforms thereof have been stymied by the dual nature of management of the Health District;

WHEREAS, the Health District primarily services an underserved population as defined in the Texas Health Institute Health Equities study, and the Health District Facilities are generally located geographically within those underserved areas, the Services provided under the Texas Healthcare Transformation and Quality Improvement Program will continue to focus on those areas of need identified in the Health Equities study of April 2021; and

WHEREAS, by majority vote of each of the members of the Health District, the Cooperative Agreement and subsequent amendments are hereby amended, reformed, and restated as set forth herein.

NOW THEREFORE, the City and County agree as follows:

Section 1. Preamble & Parties. The preamble clauses are hereby adopted and acknowledged to establish the intent of the Parties. All parts of this Agreement are intended to comply with Texas law, and to the extent any portion is found to be contrary to Texas law, that will not affect the enforceability of the remainder of the Agreement. This Amended Cooperative Agreement (“Agreement”) is between the City and the County as the original, current, and sole Health District members, and the provisions herein will be effective on the Effective Date of this Agreement (the “Effective Date”).

Section 2. Organizational Structure.

a. *City Operation of Health District.* The City shall administer all of the services of the Health District, as identified herein (the “Services”) and shall have administrative responsibility for all day-to-day operations of the Health District, administratively supervise all employees of the Health District, and prepare the annual budget of the District. The Health District will be composed exclusively of City employees, except for the grant employees described in Section 2b while the grant is transitioning to the City.

As of the Effective Date, the City shall be solely responsible for the Health District’s compliance with all municipal, state, and federal laws, rules, and regulations. The City will handle legal representation of the Health District for causes of action arising after the Effective Date. The City’s defense of the Health District will include defense through potential judgment and appeal of a court proceeding arising from that post-Effective Date cause of action and the City shall bear all costs and expenses of that defense of the Health District. The City and the Health District are hereby presumed to not have a conflict of interest, and the City intends to utilize singular counsel to represent

both the City and the Health District in defense of causes of action arising after the Effective Date of this Agreement.

The City will have sole authority to employ/appoint, direct, discipline, and terminate all employees of the Health District, including, but not limited to, the Health District Director, Assistant Health Directors, and Division Administrators. The City may re-organize the Health District business model at any time, eliminate positions, and create positions, so long as those Services required by Health and Safety Code 121.006(d), and the continued service of active grants are met. Associated savings will be shared with the County, and the County has the option to decline increased services associated with increased expenses.

If, prior to the end of the 2021-2022 fiscal year, the City terminates, without good cause, an FLSA non-exempt ex-County Health District employee (graded in 100 levels for City purposes) from the Health District who was hired by the City after the Effective Date of this Agreement, then the City will apply its Reduction in Force policy to attempt a placement of that employee elsewhere in the City organization with a priority on placement within the Health District.

To the extent that the County has awarded ARPA (American Rescue Plan Act) premium pay and or Retention Grant awards to County employees who become City employees, those awards will transfer to the City to continue to administer to those employees at the rate determined by the Commissioners Court for the remainder the 2021-2022 fiscal year, but only as long as the employee remains with the City Health District. The City will invoice the County periodically for the amount of the ARPA pay earned by each employee for the previous period, and the County will send that pay in a separate check to the City. The City will then distribute said pay to the former County employees as additional, temporary premium pay and make all required deductions therefrom.

b. *Grants requiring County Employment.* If the terms of a grant require a grant-funded position to continue employment directly by the County, then that position may continue in County employ until the grant can be modified to allow for City employment. The parties will work to obtain modification of that grant to allow for that position to be changed as soon as possible. After the Effective Date, these County Employees will nevertheless be subject to the City policies, rules, and regulations, and the management of the Health District will have full authority over all the conditions of their employment including evaluation, directions, discipline, and termination as long as they are performing Health District Services. Employees occupying positions previously in County Departments 3091 (City/ County Health Unit) and or 1377 (1115 Waiver) will not be considered within the scope of this paragraph.

c. *Health District Reorganization.* Upon the Effective Date, the Health District will be considered to be reorganized, and all employees will be considered effectively terminated from any position they hold, and all positions in the Health District will be considered newly created, and both City employees and County employees who are occupying any positions with similar titles following the Effective Date of this Agreement will be considered to no longer be employed by either entity unless the City chooses to retain them in the newly created Health District positions. The newly created positions will be occupied by City employees, regardless of which entity previously employed them.

d. *County Employees given same rights to Apply for Open Health District Positions as City Employees.* Non-executive employee positions in the Health District will initially be open for internal applicants of the Health District, including County employees. The Health District shall be an equal employment opportunity employer and utilize the City's employment policies and procedures. All positions shall be filled without regard for the race, national origin, religion, sex, sexual orientation, gender identity, disability, age, or transgender, veteran, or marital status, or any other protected status of any applicant.

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

Former Health District employees who were County employees shall not be subject to the City’s initial-hiring probationary period or be restricted in the use of their paid leave as a result of being employed by the City for less than 6 months. Additionally, former Health District employees who were FMLA-eligible County employees shall not be denied eligibility for protected leave under the Family and Medical Leave Act (“FMLA”) because they have not been employed by the City for at least one year or be considered to have worked fewer than 1250 hours in the past 12 months, if they have met these requirements during their employment by the County, and their allotment of available FMLA shall be adjusted by the number of hours such employee used in the rolling back twelve-month period before becoming a City employee. County employees who are rehired by the City will immediately qualify for health insurance coverage, and will not suffer a break in coverage caused by their move to the City. For purposes of vacation leave accrual, if a former County Health District employee is hired by the City for Health District Services, then that former County employee’s years of service will be calculated on the basis of their years of service with the County in addition to their years with the City.

Section 4. Financial Administration.

a. *City Payment for Health District.* Subject to receipt of funds from the County, other entities paying for services of the health district, and other entities that have agreed to provide grants and other payments for operation of the health district, the City will pay for administration of the Health District pursuant to Tex. Health & Safety Code § 121.047.

b. *County Payments for Health District.*

(1) The County’s membership contribution for Fiscal Year 2021-2022 County Dep’t 3091 City/Co Health Unit will be **\$943,000** (remaining budgeted amount in that County fund) and for County Dep’t 1377-1115 Waiver Funds will be **\$837,400** (remaining budgeted amount in that County fund minus unfilled employee positions without job descriptions). The County’s membership contributions for Fiscal Year 2021-2022 will be due in equal monthly installments of **\$134,714 and \$119,629** for each of the two aforementioned funds for the remainder of Fiscal Year 2021-2022 no later than the first day of each month. **These amounts shall be in addition to the transferred grant amounts described in subsection c.(2) below.** In addition, payments owed on the Effective Date for past services of the Health District (**currently estimated at \$320,426**) will be brought current within 30 days after the Effective Date of this Agreement. *(This number will be identified at the time of signing, and may be different from the number listed today 2/4/22)*

(2) The City and the County agree to negotiate payments for future fiscal years before or concurrent with the budgeting process for the Parties and before adopting future budgets. Agreement on such payment amounts shall be reached by July 1st prior to each fiscal year, and in the absence of Agreement, the City may terminate and/or suspend services where payment has not been agreed upon on the October 1st beginning the fiscal year for which the Health District budget is being negotiated.

(3) Each party acknowledges that services or costs for services in future years may change depending on the available funding from grants, general funds available from each party, and other funding sources.

(4) If the County is in arrears on payments more than 90 days to the City, the Health District may suspend all or some of the services provided to areas outside the City limits and/or require payment for services provided to non-City residents and/or suspend the operation of County-requested programs and/or programs established to benefit the County or Hospital District. Such suspension may be for the period of arrearage or other period as necessary to ensure the Health District is operated with its budget. Both sides acknowledge that some programs may not be suspended in order to comply with grant conditions or laws, but such failure to suspend shall not waive the City’s rights pursuant to this paragraph.

(5) The following contracts of the Health District that were approved by the County will be adopted by the City, and the City will be responsible for compliance with the terms therein:

Contract	Period of Performance	Amount
----------	-----------------------	--------

MOU with Health District - HHS001031800022	09/01/2021 - 08/31/2023	No Cost
treat and control the spread of infectious disease		
MOU with Health District	09/08/2020 - 08/25/2020	No Cost
Confidential Data		
Vital Statistics Agreement with Health District (City)	09/01/2018 - 08/31/2023	\$1.83 per printed record
Access to DSHS Online Database		
Service Agreement with City	12/28/2020 - 12/28/2023	\$29,500
Drinking water testing		

Additional contracts of Health District that were approved by the County may be adopted by the City so long as the funding source associated with the Contract is also transferred to the City. Adoption will be determined by the City Manager.

c. *Grants and Income of the Health District.*

(1) Unless prohibited by the grant's terms, all grants will remain with the Health District and be managed by the City. Existing grant funds will be transferred to the control and administration of the City. The County will provide for the assignment, reassignment, transfer, and/or regrant of Health District grants managed by the County to the City in a manner that ensures that funding for functions being provided by the Health District is provided to the City for the payment of employee positions shifted to City employment. If grants are delayed, restricted, or slowed, the City will not consider the County responsible therefor, but the County agrees to use its best efforts to provide for transfer of grant control to the City.

(2) The County acknowledges that the City is currently relying on the following grants for operation of the Health District, and will take all steps necessary to ensure that the City may administer funds from for all grants for the benefit of the Health District including but not limited to the following grants:

Name of Grant (County Administered)	Time Period	Grant Amount Match	
HHS000812700015, Amendment No. 1	9/10/2020 – 7/31/2023	\$3,550,004	
IDCU/COVID			
HHS001077800001	09/09/2021 - 06/30/2023	\$900,000	
COVID - Public Health Crisis Response Cooperative Agreement			
CONTRACT NO. HHS001057600014	9/01/2021 -5/31/2023	\$500,000	
COVID-19 Health Disparities Grant			
HHS000288900003	01/01/2019 - 08/31/2022	\$1,011,806	
STD/HIV contract			
CONTRACT NO. 537-18-0368-00001, Amendment No. 4	9/01/2021 -8/31/2022	\$209,694	
HIV surveillance			
537-18-0172-00001, Amendment No. 5	07/01/2017 - 06/30/2022	\$1,306,072	\$24,000 for FY 2022
Public Health Emergency Preparedness Contract			
HHS000812700015	8/01/2020 – 4/30/2022	\$1,410,636	

IDCU/COVID			
TX Beach Water 2632 21-043-001 Work Order #C992		\$127,000	
Retention Grant if not distributed by March 1st		\$ _____	

Name of Grant (City Administered)	Time Period	Amount	Match
HHS000802100001	10/01/2020 - 09/20/2025	\$1,005,493	
Women, Infants and Children's Nutrition Grant Program		for FY22 funding year	
HHS001019500010, Amendment No. 1	5/14/2021 - 06/30/2024	\$22,800,779	
COVID-19 Vaccination Capacity Contract			
HHS001021100001	09/01/2021 - 08/31/2023	\$328,736.00	
Preventive Health and Health Services Block Grant			
HHS000442100001	09/01/2021 - 08/31/2023	\$10,000	
Laboratory response network influenza surveillance and epidemiology grant contract			
HHS001076700001	11/02/2021 - 06/30/2023	\$1,550,000	
CPS-PH-Workforce			
HHS001096400011	12/16/2021 - 12/31/2022	\$58,014	\$9,669
TUBERCULOSIS PREVENTION AND CONTROL - FEDERAL GRANT PROGRAM			
HHS000114000001, Amendment No. 3	9/01/2018 - 8/31/2022	\$1,058,988	
IMM/LOCALS			
HHS000436300009, AMENDMENT NO. 2	9/01/2021 - 8/31/2022	\$409,711	
TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM			
HHS000112500001, AMENDMENT NO. 2	9/01/2021 - 8/31/2022	\$112,000	
laboratory services for the analysis of bay water samples			
HHS000461700001, AMENDMENT NO. 2	9/01/2021 - 8/31/2022	\$61,645	\$12,329
DSHS TB Prevention and Control			
537-18-0147-00001, Amendment No. 5	07/01/2017 - 06/30/2022	\$1,120,781	\$20,555 for FY2022
Laboratory Response Network (LRN-PHEP) Contract			
HHS000904900001, AMENDMENT NO. 2	05/15/2020 - 03/15/2022	\$578,850	
Coronavirus 2019 (COVID-19) response			

(3) *County Grants for Health Services to be performed by Health District.* The County reserves the right to seek grants for the approval and acceptance of the City to perform public health functions, acknowledging that the City will be the signor on the grant and the administrator of the funds. To the extent certain grants are only available to a County, those grants would be awarded to the County, and those funds collected by the County shall be paid to the City as the qualifying grant work is performed and documented. The City reserves the discretion to refuse any grant obtained by the County or others.

(4) *County Grants for Health Services to be performed by County outside of Health District.* It is the intent of this Agreement that the Health District will perform the health services of the City and County to avoid duplication of services for City and County taxpayers. The City and Health District will have the first right to apply for grants to perform health services. If the County identifies a grant for which (1) neither the City nor the Health District is eligible to receive and (2) the grant prohibits the transfer of funds to the City, then the County, after approval by the County Commissioners Court at a meeting, may, apply for and perform that grant.

(5) The City acknowledges that any reimbursement the County may receive as reimbursement for a portion of its expenditures from the 1115 Waiver program are to be negotiated between the County and the administrators of the program, independent of this Agreement, and do not impact the financial obligation of the County to the District. This amount will not be used to increase the amount paid by the County for the Services of the Health District. Health District expenditures for documenting the 1115 waiver program will be charged to the County.

(6) Income, including fees, charges, administrative penalties, and other payments attributable to the City's administration of Health Department programs will inure to the Health District to be used for administration of the Health District, including but not limited to:

- fees and/or charges for the laboratory,
- fees and/or charges for any clinic operated by the Health District, and
- fees and/or charges for food establishments.

(7) Vital records fees previously paid to the Health District will inure to the City Secretary pursuant to contract with the State Department of State Health Services, Contract Number, HHSREV100000815.

Section 5. Modification of Cooperative Agreement. Any member may request a modification to this Agreement by giving at least 90 days written notice of its request with sufficient clarity to the other members. Modifications will not become effective until approved by the governing bodies of each and every member.

Section 6. Admission of New Members. Additional governmental entities may request membership in the Health District, for the purpose of receiving public health services, by making written application to the designated representatives of the original members pursuant to Tex. Health & Safety Code 121.042 must be approved by the governing bodies of each member and shall agree to contribute financially to the operation of the Health District in relation to the cost of the provision of services for that new member. Should any member provide written notice of withdrawal pursuant to Section 7, said withdrawing member shall not be able to prevent additional member from joining the District during the withdrawal period.

Section 7. Withdrawal from Health District. Members may withdraw from the Health District upon not less than **120** days written notice to all other members, with the understanding that all Health District Services provided to the withdrawing member shall cease as of the Effective Date of the withdrawal, or sooner, if the member is in arrearage. Withdrawal of a member does not result in dissolution of the Health District. To the extent not prohibited by law, the Health District is intended by the parties to be able to continue with one member.

Section 8. Expulsion from Health District. Members may be expelled from membership in the Health District by agreement of the original members of the Health District. Prior to such expulsion, the affected party shall be given reasonable opportunity to correct the action leading to such expulsion.

Section 9. Dissolution of Health District. The Health District may be dissolved by joint agreement of Nueces County and the City of Corpus Christi. It is the intent of the parties that withdrawal of either member does not result in dissolution of the Health District. If the withdrawal of member(s) from the Health District leaves it with a single member, then the remaining member may choose to dissolve the Health District on its own motion or continue to provide Services as it sees fit.

Section 10. Selection and Removal of the Health District Director and Health Authority. City will have sole authority to employ/appoint, direct, discipline, and terminate the Health District Director. The County hereby delegates its authority to appoint, evaluate, direct, discipline, and terminate the Health District Director to the City Manager pursuant to Tex. Health & Safety Code § 121.045. If the Health District Director is not a physician, the Health District Director shall appoint a person to serve as the Health Authority for the Health District. The Health Authority shall be subject to approval of the governing bodies of the members and otherwise as required by Tex. Health & Safety Code § 121.045(d). The Health Director shall have the sole authority to determine conditions of employment of the Health Authority, to the extent not prohibited by law, direct the Health Authority, and terminate the Health Authority pursuant to Health & Safety Code §121.024, §121.0245, and §121.025. The County Commissioners Court may, after motion in an open meeting, at any time, file a written request to the Health Authority (with a copy to the Health Director and City Manager) requesting the Health Authority perform or cease performing an action pursuant to his/her authority as a Health Authority. The City Manager, Health Director, or designee thereof will respond to such request within 10 business days thereafter. If a matter within the authority of the City Council is implicated by the response, then the Commissioners Court may request consideration of such matter by the City Council.

Section 11. Filing of Agreement and Modifications. Pursuant to Texas Health and Safety Code §121.044, a copy of this Agreement, including its attachments and counterparts, and any subsequent modifications shall be included in the minutes of the governing body of each member of the Health District and filed with the county clerk of each member county, the city secretary of each member municipality, and the Texas Department of State Health Services.

Section 12. Functions of the Health District.

a. **Services and Programs.** “Services” as used herein includes the following, pursuant to Tex. Health & Safety Code § 121.006(d), which the City agrees to provide through the Health District after the Effective Date:

- personal health promotion and maintenance services;
- infectious disease control and prevention services;
- environmental and consumer health programs;
- public health education and information services;
- laboratory services; and
- administrative services

b. The City’s assumption of the Health District enables services to be provided to the entirety of the county by the Health District pursuant and subject to Tex. Health & Safety Code §121.043. Provision of the services to the parts of Nueces County outside the City limits will be subject to receipt of County funds to pay for said services and compliance with grant conditions and law applicable thereto.

Section 13. Additional Services provided to County.

a. *Calderon Clinic.* For FY 21-22, the City or Health District will provide health personnel (employees or contractors) to operate a two-day per week health clinic in the Calderon Building in Robstown in exchange for the County’s funding the cost of the services offered. The clinic will be a satellite office of services currently provided by the Health District. These services will begin on or before August 1, 2022, subject to agreement on funding by July 1, 2022 and sufficient facilities in the Calderon building to house the services. The days of operation will be chosen by the County, with the understanding that days may need to be changed to account for occasional absences of personnel.

b. *Mobile Health Clinic Bus.* The City or Health District will provide health personnel (employees or contractors) for the operation of a 2-day per month mobile health clinic in exchange for the County provision of funds for such function. The clinic will be a satellite office of services currently provided by the Health District. The County will provide the bus, maintenance, and fuel for the said function. These services will begin by August 1, 2022, subject to bus availability and agreement on funding by July 1, 2022. The County will provide the driver and motor vehicle

liability insurance for operation of the bus. For Fiscal Year 2022-2023, the City will consider an expansion of the health clinic bus to 4 days per month, conditioned on the County agreement to payment for such additional expense.

Section 14. Reporting.

a. The Health District shall provide regular quarterly (first report to be in November of 2022 for the 4th quarter of FY 21-22) written reports to the County Commissioners Court regarding the Service provided inside and outside of the City limits.

b. The Health District will respond in a reasonable time in writing to the written requests of the County Commissioners Court regarding all aspects of the operations of the Health District and the provision of Services pursuant to this Amended Cooperative Agreement.

c. The Health District shall maintain all Health District records consistent with the Texas Government Code, as well as state and federal confidentiality and privacy laws, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and shall provide ready and immediate access to the County to all documentation of the Health District, including but not limited to financial statements and supporting documentation, with the caveat that some documentation may require de-identification measures for patients or execution of HIPAA-compliant documentation.

Section 15. Governmental Immunity is Retained and No Third-Party Beneficiaries. This Agreement is solely between the City and the County. There are no third-party beneficiaries who may enforce this Agreement or any of the agreements between the City and County, including, but not limited to, the original Memorandum of Understanding, Cooperative Agreement, and other agreement(s) establishing the Health District or any amendments or reformations thereto. Both parties maintain their governmental immunity and all attributes thereof and do not waive any immunities by execution of this Agreement or any other documents. Further, all of the Health District's activities are declared to be governmental and all of the activities of the City and the County and any of the employees of either entity that are related to the Health District are declared to be governmental. No action of any employee or officer of the City, County, or Health District may waive the governmental immunity of the City, the County, or the Health District. All employees performing the governmental functions of the Health District under this Agreement are considered Health District employees for purposes of asserting governmental immunity and all acts of the Health District are governmental.

Section 16. Name of Health District. The name of the Health District is not changed at this time. The City will consult with the County and granting agencies on the future name for the Health District and timing for implementation hereof and expects to revisit that issue in the future. Following reasonable consultation with the County and granting agencies, the City will have the authority to change the name of the Health District.

Section 17. Sunset Review of Health District. The City will initiate a Sunset Review of the Health District within two years after the Effective Date and every 4 years thereafter. This Sunset Review will address the effectiveness and efficiency of the business model and service delivery to the entities who are members of the Health District. This Sunset Review will be performed by representatives appointed by the City Manager and the County Commissioners Court. These representatives will include external health care professionals and a consultant. The City Council will use the findings of the Sunset Report as an advisory tool to decide how to move forward with the Health District.

Section 18. Effective Date of Agreement. Following the approval of the governing body of each member and execution by the designated representative of the Amended Agreement shall supersede the existing Agreements and take effect at 12:00 am on **March 1, 2022 (the "Effective Date")**. Upon execution of this Agreement by both parties, all prior withdrawals are hereby rescinded.

Signatures on the following page.

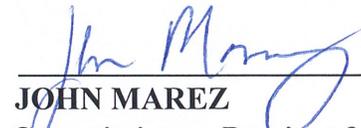
EXECUTED on the 15 day of February, 2022.

On behalf of Nueces County, Texas:

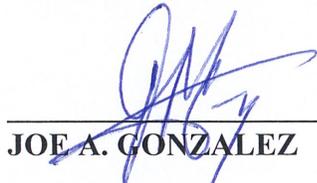
**BARBARA CANALES
NUECES COUNTY JUDGE**



ROBERT HERNANDEZ
Commissioner, Precinct 1



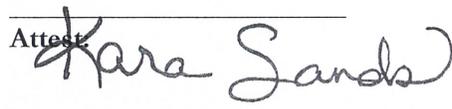
JOHN MAREZ
Commissioner, Precinct 3



JOE A. GONZALEZ
Commissioner, Precinct 2



BRENT CHESNEY
Commissioner, Precinct 4

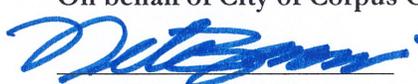
Attest:


Kara Sands, County Clerk



Approved as to Form:


Jenny Dorsey, County Attorney

On behalf of City of Corpus Christi, Texas:


Peter Zanon, City Manager

Attest:


Rebecca Huerta, City Secretary

Approved as to Form:


Miles Risley, City Attorney

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

Good Afternoon Lisa,

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

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

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

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

Hope all is well.

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

Sent from my iPhone

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

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



Good Afternoon Jonny,

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

The approved agreement states

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

Today, Commissioners Court discussed and approved (summarized below)

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

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

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

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

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

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

Lisa A. Davis

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

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

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

RFP No. 2022-01

Issued: MARCH 17, 2022

Mail or Deliver proposal to:

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

Pre-Proposal Conference:

March 31, 2022
at **10:00 AM**, Central Daylight
Time

Contact for RFP Inquiries:

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

Proposals Due Date/Time:

April 19, 2022
at **_____ :00 PM**, Central Daylight
Time

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**NUECES COUNTY HOSPITAL DISTRICT
REQUEST FOR PROPOSAL
DEVELOP AND IMPLEMENT A STRATEGIC MARKETING PLAN FOR ENROLLMENT
GROWTH OF THE NUECES AID PLAN
RPF# 2022-01**

Section 1 RFP Overview

1.1 GENERAL HOSPITAL DISTRICT INFORMATION

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

The District is a political subdivision and special district of the State of Texas, having been created by the voters of Nueces County, Texas in an election held in 1968, pursuant to Article IX, Section 4 of the Texas Constitution. In order to provide for the operation of hospital districts, the Texas Constitution, enabled counties to levy a tax not to exceed seventy-five (\$.75) cents on the One Hundred (\$100.00) Dollars valuation of all taxable property within such district. Upon the creation of The District full responsibility for providing medical and hospital care to needy inhabitants of the county became the obligation of The District, and thereafter Nueces County and the City of Corpus Christi were restricted from levying any other tax for hospital purposes.

The District is operated in accordance with Chapter 281, Texas Health and Safety Code. The District is governed by the Nueces County Board of Managers (herein “The Board”), which is comprised of seven-members appointed by the Nueces County Commissioners Court. The Board appoints a person who is qualified by training and experience as the administrator for the district. The administrator shall:

- (1) perform duties required by the board;
- (2) supervise the work and activities of the district; and
- (3) generally direct the affairs of the district.

The District employs a staff of 24 employees, which consist of administrative staff, eligibility counselors, and support personnel to facilitate operations of

the District's statutorily-obligated indigent health care program. The District does not operate a hospital or any clinics. The District fulfills its statutory obligation to provide healthcare and hospital care for indigent residents of Nueces County through an agreement with Christus Spohn Health System Corporation (herein "Christus Spohn") wherein Christus Spohn provides healthcare and hospital care for members of The District's Aid Program.

The District conduct's it's program activities at four (4) locations: the District's Administrative Office and three (3) eligibility determination offices. The District's Administrative Office is located at 555 N. Carancahua, Suite 950, Corpus Christi, Texas. The eligibility determination offices are located within District-owned facilities leased and operated by Christus Spohn as follows: Christus Spohn-Hector P. Garcia Clinic, 2606 Hospital Boulevard, Corpus Christi; Christus Spohn Family Health Center, 4617 Greenwood Drive, Corpus Christi; and Christus Family Health Center, 1038 Texas Yes Boulevard, Robstown, Texas. Staff activities are directed by an Administrator/Chief Executive Officer who reports to the District's Board of Managers.

Additional information is available at www.nchdcc.org .

1.2 NUECES AID PROGRAM

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

Benefits under the Nueces Aid program are as follows:

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

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

The Nueces County Hospital District Board of Managers noticed a decline in enrollment in the Nueces Aid Program. Most recently noticing a significant decrease in the program's enrollment since the beginning of the COVID-19 Pandemic in 2020. Through this RFP the Nueces County Hospital District Board of Managers seek an offeror to develop and implement a marketing plan that will increase enrollment and provide access to care for those who meet the eligibility criteria of the Nueces Aid Program .

Section 2 General RFP Terms, Conditions and Information
--

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

- 2.2 **FUNDING FOR CONTRACT:** Funds for the contract resulting from this RFP are those of The District and are available for the initial contract year. Any funding for subsequent years would be subject to continued annual budget appropriation by The District.

- 2.3 **ETHICAL CONDUCT:** Offeror shall have an obligation to act in ways that will merit the trust, confidence, and respect of both The District and the general public. Offerors shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any Board member, officer, or employee of The District; the CHRISTUS Spohn Health System Corporation or any of its employees acting on behalf of the CHRISTUS Spohn Health System Corporation.

- 2.4 **RESERVATION OF RIGHTS:** It is understood that The District reserves the right to accept or reject any and/or all proposals for any or all services covered by this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall determine to be in the best interest of The District, in its sole discretion.

- 2.5 **CLARIFICATION OF SERVICES TO BE PROVIDED:** In the event any Offeror contemplating submitting a proposal in response to this RFP is in doubt as to the meaning of the services to be provided, it may submit a written request for clarification to the party designated and identified as point of contact in Section 3.5 of this RFP, not less than seven (7) calendar days prior to the

proposal Due Date/Time as identified in Section 3.2.1 of this RFP.

- 2.6 **MODIFICATIONS TO RFP:** The District reserves the right to modify the general description and scope of the services sought in this RFP by issuing written addenda detailing any such modification(s).
- 2.7 **ADDENDA TO RFP:** Any interpretations, clarifications, corrections, modifications, or changes to this RFP and related specifications will be made by written addenda issued by The District. **Addenda, if any, will be shown on the District’s website, www.nchdcc.org, under the section titled “Working with NCHD”.** All such addenda become, upon issuance, a component of this RFP. All Offerors submitting a proposal shall acknowledge receipt of addenda, if any, in their proposal.
- 2.8 **MODIFYING PROPOSAL:** A submitted proposal may be modified in writing anytime prior to the Due Date/Time. However, no telephone, telegraphic, facsimile, electronic mail, or other electronically transmitted modifications will be accepted. The Offeror shall submit the modified replacement pages in the appropriate number of copies, including an original, with a transmittal letter summarizing the modifications and listing the specific pages to be replaced. The signature on the transmittal letter must be original and of equal or higher authority as the signature on the original proposal.
- 2.9 **WITHDRAWAL OF PROPOSAL:** A submitted proposal may be withdrawn by the Offeror at any time prior to the Due Date/Time. To withdraw the proposal, the Offeror shall submit a letter to The District indicating such withdrawal any time prior to the Due Date/Time. The signature on the letter must be original and must be of equal or higher authority as the signature on the submitted proposal. A proposal may be withdrawn in person by the presentation of a letter executed by a party authorized to bind the Agency, authorizing the withdrawal of the Offeror’s proposal. A withdrawn proposal may be resubmitted, with or without modifications, any time prior to the Due Date/Time.
- 2.10 **PUBLIC ACKNOWLEDGMENT OF PROPOSALS:** Receipt of proposals will be publicly acknowledged in The District’s Board of Managers Meeting Room located at 555 North Carancahua, Suite 950-A, Corpus Christi, Texas 78401 at the designated Due Date and Time stated herein at Section 3.2.1. Offerors, their representatives, and interested persons are welcome to attend the public acknowledgement. Proposals will be acknowledged only as to their receipt (See also Section 3.3.1)
- 2.11 **PROPOSAL PREPARATION AND SUBMISSION EXPENSES:** It is understood that The District assumes no expressed or implied obligation to

reimburse Offeror for any expense, in whole or in part, incurred by Offeror in preparing and submitting proposals in response to this RFP solicitation, and The District shall not reimburse any person or Offeror for these expenses. The District shall consider proposals from all responsible, responsive Offerors, provided that their respective proposals are prepared and submitted in compliance with the terms, conditions, and provisions of this RFP.

- 2.12 **SALES TAX EXEMPTION:** The District's purchase of services is exempt from City, State and most Federal Taxes. Proposals should not include exempted taxes, including sales tax.
- 2.13 **COMPLIANCE WITH LAWS:** Proposals must comply with all federal, state, county, and municipal laws, if any. All services provided under the contract resulting from this RFP shall comply with federal, state, county, and municipal rules, codes, regulations, laws, and executive orders.
- 2.14 **REQUIRED DOCUMENTATION:** Offeror shall provide with its proposal, all documentation required by this RFP. Failure to provide this information will result in rejection of the proposal.
- 2.15 **EXCEPTIONS/SUBSTITUTIONS:** All proposals addressing the services sought under this RFP shall be considered for award, provided they are submitted in accordance with the terms, conditions, and provisions contained in this RFP. Offerors taking exception to any specification(s) set forth in the RFP may offer a substitute. Offerors submitting substitutions shall state and list each exception(s) in an attachment to their proposal. The absence of such a statement and listing shall indicate that the Offeror has not taken exceptions to any specification(s) in the RFP and The District will hold the Offeror responsible to perform the services sought under this RFP. The District expressly reserves the right to accept all, any, or none of the exception(s) and/or substitution(s) as it deems to be in the best interest of The District as it shall determine in its sole discretion.
- 2.16 **SILENCE OF SERVICE OR OTHER SPECIFICATIONS:** The apparent silence of the service or other specifications contained in this RFP as to any detail or to the apparent omission from it of a detailed description concerning any point, if any, shall be regarded as meaning that only best practices will prevail. All interpretations of these specifications shall be made solely by The District on the basis of this statement.
- 2.17 **FAIR LABOR STANDARDS:** Successful Offerors shall affirm compliance with all applicable federal, state, county and municipal fair labor laws. Affirmation by Offeror shall be performed under Contractor's representations and warranties in the final contract resulting from this RFP.

2.18 **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:**

The successful Offeror will affirmatively demonstrate that it:

2.18.1 has a satisfactory record of performance;

2.18.2 has a satisfactory record of integrity and ethics; and

2.18.3 is otherwise qualified and eligible to receive an award.

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

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

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

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

2.22 **TERMINATION OF CONTRACT:** The District reserves the right to terminate any resulting contract without cause by providing sixty (60) days written notice to Contractor. Other contract termination provisions will also apply.

2.23 **INDEMNIFICATION:** The successful Offeror shall defend, indemnify, and save harmless The District, all its Board members, officers, employees, and agents from all litigation, lawsuits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Offeror, or its agents, in the performance of any contract which may result from a proposal award under

this RFP. The successful Offeror shall pay any judgment cost which may be obtained against The District arising out of such injury or damages, including related attorneys fees and court costs incurred by The District.

- 2.24 **NOTICES**: Any notice provided by this proposal (or required by law) to be given to the successful Offeror by The District under the resulting Contract shall be deemed to have been given and received on the third (3rd) day after such written notice has been deposited with the United States Postal Service in Corpus Christi, Texas, by Registered or Certified Mail, Return Receipt Requested with sufficient postage affixed thereto, addressed to the successful Offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 2.25 **CONTRACT ADMINISTRATOR**: The District will appoint a Contract Administrator with designated responsibility to ensure Contractor's compliance with the Contract's terms, conditions, and provisions. The Contract Administrator will also serve as the liaison between The District and the successful Contractor.
- 2.26 **BILLING INVOICES**: Billing invoices shall show all information as required by the Contract and shall be mailed directly to The District address identified in the contract entered into by The District and Contractor.
- 2.27 **ACCOUNTING RECORDS**: The successful Offeror/Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the resulting Contract in accordance with generally accepted principles of accounting, record retention laws, and other procedures which may be specified by The District.
- Financial and accounting records shall be made available at no charge, upon request, to The District and/or its agents at any time during the contract period and any emergencies or written extension thereof and for five (5) years from the expiration date and final payment on the contract or extension thereof.
- 2.28 **REFUND OF OVERPAYMENT**: If any inspection or audit of Offeror's/Contractor's records discloses any overpricing of products or errors in the use of rates or otherwise resulting in overpayment by The District, the amount of the overpayment, shall be refunded to The District promptly upon demand by cashiers check, or The District may, at its option, withhold such overpayment from any amounts otherwise due the Offeror/Contractor.
- 2.29 **PAYMENT FOR SERVICES**: Payment for services will be made in accordance with the terms, conditions and provisions set forth in the resulting

Contract.

2.30 **ASSIGNMENT**: The successful Offeror may not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of The District.

2.31 **INCONSISTENCY/ORDER OF PRECEDENCE**: Any inconsistency in this RFP or in the resulting Contract shall be resolved by giving precedence in the following order:

- A. Specific RFP Terms, Conditions, and Information
- B. General RFP Terms, Conditions, and Information
- C. Assurances and Certifications

2.32 **CONFLICT OF INTEREST**: State Law requires that no one connected with The District shall have a substantial interest in the business entity who is awarded the contract resulting from this RFP, pursuant to Texas Local Government Code, Chapter 171. A person has a substantial interest in a business entity under this statute if: (i) the person owns 10% or more of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity; (ii) funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or (iii) a person has an interest in real property and the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

No local public official shall have an interest in the entity who is awarded a contract resulting from this RFP if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code, has a substantial interest as identified above. **NOTE**: Pursuant to Texas Government Code, §573.022, two individuals are related to each other by consanguinity if: (i) one is the descendant of the other; or (ii) they share a common ancestor. Pursuant to Texas Government Code, §573.024, two individuals are related to each other by affinity if: (i) they are married to each other; or (ii) the spouse of one of the individuals is related by consanguinity to the other individual.

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

The required Conflict of Interest Questionnaire Form (CIQ) (**Attachment C**) must be submitted to The District not later than the seventh (7th) business

day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with The District.

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

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

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

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

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

- 2.36 **REFERENCES REQUIRED:** Each Offeror responding to this RFP shall provide a list of references where the Offeror's services (in whole or in part) are being provided and have been provided. Offeror shall provide at least two (2) references where Offeror's services are currently being provided and at least one (1) reference where Offeror's past services have been provided during the preceding three (3) years. The reference listing presented by Offeror shall include organization name, contact person in authority, address, telephone number, electronic mail address, and description of services provided for each reference. **(Attachment B)**. By submitting list Offeror agrees that The District may contact any or all references listed regarding past services provided by Offeror to listee.
- 2.37 **SUBCONTRACTING:** The Offeror/Contractor shall not subcontract (in whole or in part) the Contract resulting from award of this RFP, except as approved in advance in writing by The District.

Section 3
Nueces County Hospital District and RFP

3.1 SCHEDULE OF EVENTS

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

<u>Description</u>	<u>Date</u>
Advertisements	March 13, 2022 March 20, 2022 March 27, 2022
<u>Pre-Proposal Conference</u>	March 31, 2021 @ 10:00 a.m. CDT
<u>Written Inquiries Due</u>	April 7, 2022 @ 2:00 p.m. CDT Nueces County Hospital District Attn: Belinda Chism 555 N. Carancahua, Suite 950 Corpus Christi, TX 78401-0835 Email: belinda.chism@nchdcc.org
<u>Proposal Due/RFP Opened</u>	April 19, 2022 @ 2:00 p.m. CDT

<u>Award RFP</u>	May 3, 2022
<u>Execute Contract</u>	May 10, 2022
<u>Commencement of Contract</u>	May 16, 2022

The abbreviation “CDT” denotes Central Daylight Time.

3.2 PROPOSAL SUBMISSION

3.2.1 **PROPOSAL DUE DATE AND TIME:** The due date and time for submission of an Offeror’s original proposal and required copies to The District is **April 19, 2022 at 2:00 p.m., Central Daylight Time.** The Offeror’s proposal and copies shall be delivered to The District’s Accounting/Finance Office and be addressed and submitted to:

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

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

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

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

Request for Proposals
Development and Implementation of a Strategic Enrollment

Marketing Plan (SEMP) for Nueces Aid Plan Enrollment Growth
RFP 2022-01

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

3.3 ORAL PRESENTATION AND NEGOTIATION

- 3.3.1 **CONFIDENTIALITY:** Pursuant to the Texas Local Government Code, and the Texas Government Code, Public Information Act, §552.110, proposals will be opened in a manner that acknowledges only their presence(receipt), that avoids disclosure of the contents to competing Offerors, and keeps the proposal secret during the process of negotiation.

Proposals are available and open to the public inspection after the contract is awarded, except for trade secrets and confidential commercial and financial information contained in the proposals that has been identified as such by the Offeror. If an Offeror does not desire that trade secrets or confidential commercial and financial

information be disclosed to the public, the Offeror should clearly identify proposal data that it considers proprietary.

If the District is requested to disclose any proprietary proposal data furnished to it by Offeror and that is so marked by Offeror that is subject to provisions of the Public Information Act, the District will notify the Offeror in writing of such request within ten (10) business days of receipt of the request. The Offeror so notified bears the burden of establishing that its trade secrets and/or confidential commercial and/or financial information should be withheld under the applicable Public Information Act exceptions intended to protect its interests.

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

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

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

3.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference for interested Offerors will be held on **March 31, 2022 at 10:00 AM, Central Daylight Time** in NCHD's Board of Managers Meeting Room located at 555 North Carancahua, Suite 950-A, Corpus Christi, Texas 78401. Attendance is recommended, but not mandatory. Offerors will be given a tour of the Administrative Offices To RSVP or for other pre-proposal conference related information, contact Melissa Quintanilla at (361) 808-3318 or melissa.quintanilla@nchdcc.org.

3.5 POINT OF CONTACT

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

Belinda Chism
Assistant Administrator
Nueces County Hospital District
555 North Carancahua, Suite 950
Corpus Christi, Texas 78401-0835
Telephone: (361) 808-3330
Facsimile: (361) 808-3274
E-mail: belinda.chism@nchdcc.org

3.6 CONTRACT AWARD

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

3.7 MODIFICATION AFTER CONTRACT AWARD

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

3.8 BUSINESS ASSOCIATE AGREEMENT REQUIRED

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

Section 4 Specific RFP Terms, Conditions and Information

4.1 DESCRIPTION OF SERVICES PROVIDED

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

Proposals are solicited to implement mutlimedia, public outreach, public awareness of The District's Nueces Aid Program and may also include educational health awareness . The campaigns should be primarily in English but Spanish language messages may also be requested by The District. To effectively reach specifically targeted groups, promote public awareness and understanding of the Nueces Aid Program The District recognizes the benefit of multi-lingual, multi-media campaigns.

4.2 SERVICES AND PROJECT CRITERIA

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

The Request for Proposal Service should include the following two primary components:

- (1) a written proposal as well as
- (2) a video presentation

After evaluation of the submitted proposals, the top three scoring Offerors will be asked to participate in an in-person interview before The District's Board of Managers. Each component of the evaluation process stands alone. The written proposal ranking and scores of the written proposals will also be considered during the final evaluation and selection of the winning Offeror/Agency.

During the in-person interview, Offeror will present their campaign/concept to The District and respond to any questions or comments that The District's Board of Managers may have. The final in-person interviews will assess the agencies understanding of The District and it's mission.

The chosen Offeror/Agency will be required to develop and implement comprehensive paid and public service advertising campaigns primarily in English and possibly also in Spanish. The program costs are to include all media placement, agency fees, production costs, materials, and any other fees applicable.

4.3 TARGET RESPONSE AND RESOLUTION

The target response is for a marketing plan aimed at increasing The District's visibility within all areas of Nueces County, renewing the community's awareness of The District's aid program, which can provide healthcare and hospital care to eligible residents of Nueces County, and ultimately providing a significant increase to the Nueces Aid Program enrollment levels.

4.4 TERM OF CONTRACT:.

Contracting Agency shall provide the services described in Section 4.1,4.2 and 4.3 above for six (6) consecutive calendar months commencing at 12:01 a.m. on the first (1st) day of the contract's term and ending at 11:59 p.m. on the last day of the term.

An option to extend, subject to satisfactory performance by the Contracting Agency as determined by The District, may be offered for two (2) additional periods, each period shall be no longer than six months

Such extensions, if any, shall only be by the mutual written agreement of the parties. If so determined, The District will provide the Contracting Agency written notice of its intent to extend approximately thirty (30) days prior to expiration of the then current Contract.

4.5 SERVICE IMPLEMENTATION SCHEDULE

The Contracting Agency shall adhere to the following Service Implementation Schedule:

This Service Implementation Schedule has been developed to aid in

managing key aspects of the service implementation process to be followed after the Contract's award. The District expects to follow this schedule when possible. However, unforeseen circumstances outside of The District's control may arise and The District's implementation staff may be required to deviate from this projected schedule.

<u>Time Frame</u>	<u>Activity</u>
Week #1	<p><u>Task #1</u> – Meet with NCHD staff to discuss program and goals.</p> <p><u>Task #2</u> – Perform a walk through of all District sites.</p> <p><u>Task #3</u> – Set implementation goals.</p>
Week #2	<p><u>Task #1</u> – Begin implantation of marketing plan.</p>
Week #3	<p><u>Task #1</u> – Present status of project to NCHD staff and BOM.</p>
Month 3	<p><u>Task #1</u> – Evaluate Effectiveness of Media outlets and adjust plan as necessary.</p>

4.6 CAMPAIGN AND MARKETING ELEMENTS

All campaign strategies, advertising concepts, budgets, on-air talent, ad copy and scripts must be submitted to The District and its Board of Managers for review before airing or publication. The District reserves the right for all final editing and approval of all concepts, media spots and/or copy.

The Contracting Agency will be responsible for procuring copyrights to music tracks, photos, sound effects and/or other licensed creative material. The Contracting Agency is to disclose any source of music/SFX libraries and copyright terms, conditions and agreements to The District in advance of use.

The Contracting Agency will supply The District will full color electronic comps of any printed pieces produced, including copies of billboards if applicable, as well as post production video or audio copies of all broadcast spots for television or radio media spots.

The District reserves all ownership rights to all concepts and advertising developed for the various campaigns and the RFP process including all raw footage and photography shot and/or produced for The District. Everything produced, created ad developed for The District will be considered work for hire and property of The District.

An authorized representative from the Contracting Agency must be available for project meetings throughout the life of the contract. The project meetings may be held at any of the following locations selected by The District:

- (1) The District's Administrative Office, 555 N. Carancahua, Suite 950, Corpus Christi, Texas.
- (2) Christus Spohn-Hector P. Garcia Clinic, 2606 Hospital Boulevard, Corpus Christi, Texas ;
- (3) Christus Spohn Family Health Center, 4617 Greenwood Drive, Corpus Christi, Texas ;or
- (4) Christus Family Health Center, 1038 Texas Yes Boulevard, Robstown, Texas.

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

For a proposal to be evaluated, the Offeror shall:

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

5.2 SELECTION CRITERIA

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

<u>Selection Criteria</u>	<u>Points</u>
Risk Profile	15
Background and Experience	20
Management Response/Assurance	15
Cost Effectiveness and Best Value	25
Video submission	<u>25</u>
	100

5.3 EVALUATION PROCESS

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

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

5.3.2 In it's evaluation The District among other things is looking for:

- Accuracy,
- Thoroughness,
- Creativity,
- Technical ability,
- Accessibility,
- Topic area knowledge,
- Healthcare program knowledge
- Awareness of the composition of the area population
- Flexibility,
- Fiscal Accountability,
- An understanding of the limitations of public agencies,
- Budget management, and
- An ability to follow the direction of the RFP.

5.3.3 Evaluated Offerors may be invited to interview (by telephone or in person) with The District's staff to further clarify Offeror's proposals.

The top scoring three finalists will be invited to present their video submission to the Hospital District's Board of Managers. Each finalist will be allocated **one hour** for the interview. Additional details if any on the presentations will be given to the three finalists upon scheduling of the i presentations.

The presentations will not be a typical agency creative pitch. The presentations will be an provide an opportunity for dialogue between the District and the Agency possibly directed at topics such as the visions of the parties for services related to the RFP, expectations of The District, and possible inquiries about their video presentation and the success of that campaign may be among some of the topics

- 5.3.4 Additional information may be requested by The District's staff and/or the Board of Managers following the evaluation and/or presentations.
- 5.3.5 Site visits may be conducted by The District to assess Offeror's service sites, staffing levels, work style, equipment and customer-service philosophy as a part of the evaluation process.
- 5.3.6 Demonstrations of Offeror's services may be requested by The District's staff.
- 5.3.7 Based on rankings of the proposals by The District's staff, one or more Offeror(s) may be asked to enter into final pricing and contract negotiations with The District.
- 5.3.8 The selected Agency will be notified by telephone and in writing of the project award and will be requested to submit a signed contract and proof of insurance within the specified time period.
- 5.3.9 Offerors whose proposals are not selected for contract award will be given written notification within ten (10) days of the award.
- 5.3.10 Submitted proposals become property of The District and will not be returned to the Offeror.

Section 6 Information To Be Provided By Offeror
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As a part of their proposal submission, each Offeror shall at least answer each of the items and sub-items in this Section 6 **completely and concisely**. All proposals must follow the format outlined below, and all of the requested information must be supplied in the Offeror's proposal packet. Offerors may attach additional materials as necessary to provide supportive information and details. Failure to disclose or

provide complete and accurate responses will be considered a basis for eliminating the Offeror's proposal from further consideration.

6.1 CONTENTS OF PROPOSAL

All proposals must contain the following:

- A. Cover Letter
Include the name, address, telephone number, email and signature of the person authorized to commit the agency to the terms specified in the proposal
- B. Summary of Qualifications
Provide a description of the agency's capabilities:
 - (1) Number of years in business
 - (2) Brief description of the key staff's professional experience (highlight any governmental experience)
 - (3) Address the District's expectations regarding:
 - Product quality
 - Need for agency flexibility and accessibility
 - Budget management expertise
 - Unique qualities of Agency
 - Timely turnarounds
 - (4) Detail any in-house media production capabilities
 - (5) Explain in-house multi-lingual outreach capabilities and list all anticipated subcontractors, equipment needs and sources
 - (6) Detail past experience working with any governmental or medical/health care agencies, sample work for these campaigns/programs may be placed in the "sample work" section and referenced.
 - (7) Provide a more detailed professional bio of the proposed Account Executive who would be assigned to The District's account. (25 Pts)
- C. Explain your Agency's understanding of The District, it's purpose, it's governing structure, how it functions, and any relevant factors which could potentially impact the effectiveness of the District's programs.
- D. Outline your agency's view of the key challenges and opportunities that face the District's desire to increase their awareness in the community and increase enrollment in their Nueces Aid Program.
- E. The District does not require that their marketing and advertising campaign be solely based on the placement of traditional media advertisement. Please explain ways that your agency could also

strengthen the District's presence in the community by use of non-traditional media.

- F. Please submit examples for two campaigns your agency has developed and coordinated. The portfolio can include work executed in any media, but must contain a project summary sheet outlining the goals and successes of each campaign. The portfolio must also include a work summary page identifying any subcontractors used in each campaign and detailing the work completed by each subcontractor. If possible the portfolio should highlight multi-lingual campaigns developed, preferably those of public agencies.
- G. Provide three client references (with current phone numbers, email addresses and the name of an appropriate contact person) for which your Agency has produced a comprehensive, advertising and public outreach campaign. If possible at least one with bilingual features.

6.2 RISK PROFILE

Please provide the following information:

- 6.2.1 List any lawsuits or litigation against your organization, or any of its predecessors during the preceding five (5) years which relate to the type of services (in whole or in part) sought by The District under this RFP.
- 6.2.2 Has your organization, or any of its predecessors, pursued civil legal action against any person or entity during the preceding five (5) years which relate to the type of services (in whole or in part) sought by The District under this RFP? If yes, please explain.
- 6.2.3 Has your organization, or any of its predecessors, been terminated from a contract where it provided the type of services (in whole or in part) sought by The District under this RFP within the preceding five (5) years? If yes, please explain and list terminating entities' name and location.
- 6.2.4 Has your organization or any of its predecessors, experienced non-renewal of any contract that provided the type of services (in whole or in part) sought by The District under this RFP within the preceding five (5) years? If yes, please explain and list the names of the non-renewing entities', their location, and information for a point of contact.

- 6.2.5 Is your organization duly licensed or otherwise permitted to operate by the appropriate administrative, governmental, or regulatory agency(s) in the State of Texas which regulate the services (in whole or in part) sought by The District under this RFP? If not, please explain. If yes, please list the entity or entities.
- 6.2.6 Are there any limitations, restrictions or modifications imposed on your organization by any administrative, governmental, or regulatory agency(s) in the State of Texas which regulate the services (in whole or in part) sought by The District under this RFP? If yes, please explain.
- 6.2.7 Is your organization the subject of any administrative, governmental, or regulatory agency disciplinary action? If so, please explain. Is any such action contemplated or pending? If yes, please explain.
- 6.2.8 Acknowledge your organization will execute the Business Associate Agreement required under Section 3.8 of this RFP.

6.3 BACKGROUND AND EXPERIENCE

Please provide the following information:

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

6.3.6 Do you plan to utilize a subcontractor(s) to perform any portion of the contract resulting from this RFP? If yes, please explain why and who the subcontractor(s) will be.

6.4 MANAGEMENT RESPONSE/ASSURANCES

6.4.1 Describe your organization's plan for providing the services sought under this RFP. Include a detailed plan for implementation, including timelines.

6.4.2 Describe all deliverables your organization will provide under this RFP. Examples of desired reports are: service reports, problem/issues resolutions reports, hardware/asset inventory, and network documentation.

6.4.3 Describe your organization's method of communication of job requests. Describe how resolution of work orders is communicated.

6.5 COST EFFECTIVENESS AND BEST VALUE

Please provide the following information:

6.5.1 The cost of Marketing Services, listed in 4.2. The District desires a budget certainty and is therefore requesting that the cost for marketing services be a fixed fee for the contract term. The cost will be paid over six (6) equal payments over the term of the contract.

6.5.2 Describe all other charge(s), if any, your organization will impose on The District to provide the services sought by this RFP.

6.6 VALUE ADDED SERVICES

Please provide the following information:

6.6.1 What ancillary or additional services if any will your organization provide The District at no additional cost?

6.6.2 How will your organization work with The District to improve program enrollment?

ATTACHMENT "A"

Assurances and Certifications
(To be executed and returned to NCHD with Proposal)

I understand that my organization, known as "Offeror", must comply with each of the assurances and certifications below if awarded a Contract in response to this RFP solicitation. I certify that I am legally authorized to bind my organization to the following assurances and certifications, as exemplified by my signature at the end of this attachment. I understand that my failure to sign this attachment and certify all of these assurances may result in disqualification of my organization's proposal.

1. Offeror has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal.
 2. Offer represents that he or the member of his staff who would be assigned to handle the services under this RFP has had contacts personal or business with the following member(s) of the current Board of Managers of The District.
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3. Offeror acknowledges that no conflict of interests, as defined in Section 2.32 of this RFP, or otherwise, exist either with The District, including its Board of Managers, officers and employees; and additionally with CHRISTUS Spohn Health System Corporation, including its Board, officers and employees, including its officers and employees.
4. Offeror has thoroughly examined, instructions and all other RFP documents. Offeror has made all investigations and inquiries necessary to be thoroughly informed regarding the services as required by the RFP originating this Contract.
5. Offeror's business is a duly qualified, capable, and otherwise bondable business entity.
6. No persons or selling agency has been retained to solicit the business resulting from this RFP upon an understanding for a commission, percentage, brokerage, or contingent fee, accepting bona fide employees of Offeror. For breach or violation of this representation and warranty, The District shall have the right to terminate the resulting Contract without liability or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. Offeror will comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986 who will perform any labor or service under this RFP.

8. Offeror will comply with all federal statutes relating to nondiscrimination. These statutes include but are not limited to Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, particularly 45 CFR Part 80 (relating to race, color and national origin) 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).
9. As provided by Texas Family Code, §231.006, a child support obligor who is more than 30-days delinquent in paying child support and a business entity in which the obligor is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Although the funds used by The District to fund this contract are local and not state funds, the Offeror nonetheless certifies that it is not ineligible to receive state payments under the above statute and further acknowledges that The District may terminate this contract and payment may be withheld if this certification is inaccurate.
10. Offeror has arrived at this proposal independently without consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.
11. Offeror certifies that neither it nor its owners, officers or employees is involved in other activities or relationships with other persons or entities that cause Offeror to be unable or potentially unable to render impartial service, assistance or advice to The District, or that impair or might impair Offeror's objectivity in performing the contracted service, or that cause Offeror to have an unfair competitive advantage, or that is a financial or other conflict of interest, real or apparent.
12. Offeror accepts the terms, conditions, and provisions set forth in the RFP.
13. Offeror accepts The District's sole right to alter the RFP and Contract Award Schedule and/or the Service Implementation Schedule, without prior approval of the Offeror/Contractor.
14. Offeror agrees that no claim will be made for payment to cover costs incurred in the preparation or the submission of its proposal or any other associated costs.
15. Offeror owes no delinquent ad valorem taxes in Nueces County, Texas.
16. Offeror agrees to refrain from entering into any subcontracts for services sought under this RFP without prior approval in writing or waiver of the right of prior approval in writing from The District .
17. Offeror agrees that all products resulting from a contract award will be the property of The

District.

18. Offeror acknowledges The District is exempt from City, State and most Federal taxes, including sales tax.
19. Offeror agrees to ensure that information about individuals served by The District will be kept confidential.
20. Offeror acknowledges that under Texas law, proposals are required to be opened in a manner that acknowledges only their presence, that avoids disclosure of the contents to competing Offerors, and keeps the proposal secret during the process of negotiation. Offeror acknowledges that proposals are available and open to public inspection after the contract is awarded, except for trade secrets and confidential commercial and financial information contained in the proposals that has been identified as such by the Offeror. Offeror acknowledges that if it does not desire that trade secrets or confidential commercial and financial information be disclosed to the public, it should clearly identify proposal data that it considers proprietary. Offeror is aware that if The District is requested to disclose any proprietary proposal data furnished to it by Offeror that is subject to provisions of the Public Information Act, The District will notify the Offeror in writing of such request within ten (10) business days of receipt of the request. Offeror expressly acknowledges that if it is so notified, it bears the burden of establishing that its trade secrets and/or confidential commercial and/or financial information should be withheld under the applicable Public Information Act exceptions intended to protect its interests.
21. Offeror certifies that it, nor any of its principals, are presently held in abeyance, debarred, and suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a similarly performing contract by any federal or state department or agency.
22. Offeror, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas, or is not otherwise subject to payment of franchise taxes to the State of Texas.
23. Neither Offeror nor any member of Offeror's staff or principals has participated in the development of specific evaluation criteria for award of this contract, nor will participate in the selection of the successful Offeror awarded this contract.
24. No principal of Offeror has worked as an employee for The District in the preceding year.
25. Offeror has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for the award of this contract or that will participate in the selection of the successful Offeror awarded this contract.
26. Offeror agrees to provide The District with information necessary to validate any statements made in its proposal (including these Assurances and Certifications), as requested by The District, including but not limited to allowing access for on-site observation, granting permission for The District to verify information with third parties, and allowing inspection of Offeror's records. Offeror understands that failure to substantiate any statements made in

its proposal as requested by The District may result in disqualification of the proposal.

27. Offeror certifies that no Federal or State Health and Human Service agency, or Public Safety, or Criminal Justice agency has revoked limited or restricted its license, permit, or certificate to operate in Texas.
28. Neither Offeror nor its owners, officers, or employees have given, offered to give, or intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any The District officer or employee in connection with its submitted proposal.
29. All confidential materials made available to the successful Offeror by The District , including copies thereof, shall be returned to The District upon completion of the service or upon the request of The District .
30. Offeror certifies that none of the funds paid by The District pursuant to any contract resulting from this RFP will be used to pay any person for influencing or attempting to influence an officer or employee of The District or Nueces County.
31. Offeror certifies that it is not in bankruptcy receivership (Chapter 7, U.S. Bankruptcy Code) or in bankruptcy rehabilitation proceedings (Chapters 11, 12, and 13, U.S. Bankruptcy Code) during the preceding five (5)-year period.
32. Offeror certifies that none of Offeror's property or equipment has been subject to foreclosure or repossession within the preceding five (5)-year period.
33. Offeror certifies that it has not had any debt declared in default and accelerated to maturity within the preceding five (5)-year period.
34. Offeror agrees to properly complete and submit an Internal Revenue Service Form W-9 *Request for Taxpayer Identification Number and Certification* prior to any payments being made by The District.
35. Offeror certifies that it is aware its proposal will be property of The District and will not be returned to the Offeror.
36. The person representing the Offeror as the point-of-contact is:

Name: _____
Title: _____
Address: _____

Telephone: _____
FAX: _____
Electronic Mail: _____

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

Offeror: _____

Address: _____

38. Signature of authorized representative.

Authorized Signature Date

Printed Name of Signer Title

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

ATTACHMENT B (1)
(Client Reference Form)

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

Client Name: _____

Contact Name: _____

Contact Name's Title/Position: _____

Client Email Address: _____

City/State Location: _____

Client Telephone Number(s): _____

Date Contract Began: _____ Date Contract Ended: _____

Describe Products or Services Provided: _____

ATTACHMENT B (2)
(Client Reference Form)

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

Client Name: _____

Contact Name: _____

Contact Name's Title/Position: _____

Client Email Address: _____

City/State Location: _____

Client Telephone Number(s): _____

Date Contract Began: _____ Date Contract Ended: _____

Describe Products or Services Provided: _____

ATTACHMENT B (3)
(Client Reference Form)

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

Client Name: _____

Contact Name: _____

Contact Name's Title/Position: _____

Client Email Address: _____

City/State Location: _____

Client Telephone Number(s): _____

Date Contract Began: _____ Date Contract Ended: _____

Describe Products or Services Provided: _____

ATTACHMENT C

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

 - (2) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (3) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.
 - (C) of a family relationship with a local government officer.

“ATTACHMENT D”

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

HOUSE BILL 89 VERIFICATION

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

CHRISTUS SPOHN HEALTH BOARD OF TRUSTEES

COMPOSITION:

Three Board Members are nominated by the Commissioners Court to serve on the Board. The Commissioners Court nominees are subject to approval and confirmation by the Nueces County Hospital District Board of Managers.

TERMS:

Board Members serve staggered three-year terms. One board position expires in December, 2018 and every 3 years thereafter, one board position expires in December 2019 and every 3 years thereafter; and, one board position expires in December 2020 and every 3 years thereafter. Each member may serve a maximum of three terms (9 years).

Members	Place	Term No.	Initial Appt. Date	Term Expiration
Rachel Canales	Place 1	3	December 2014	December 31, 2023
Govind Nadkarni	Place 2	2	March 2015	December 31, 2022
VACANT	Place 3			December 31, 2024

*Hospital District Board of Managers appoints the members after Commissioners Court makes a nomination

Updated: 1/21/2022



COUNTY OF NUECES

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

For what Board or Commission are you applying? 3. Christus Sphon Health Board of Trustees

Personal Information	
Name:	Shah Islam, MD
Home Address:	[REDACTED]
City:	[REDACTED]
Zip Code:	[REDACTED]
Phone:	[REDACTED]
Work Phone:	[REDACTED]
Email Address:	[REDACTED]
Residence in Nueces County:	Precinct 1 Precinct 2 <input checked="" type="radio"/> Precinct 3 Precinct 4
Current Employer:	Kidney Specialists of South Texas
Dates of Employment	From: July 01 1999 To: December 31 2030
Have you served on any board, commission or committee or as an elected official in Nueces County?	
Yes <input checked="" type="radio"/> No	If you answered yes, please list position and dates of service.
Do you or an immediate family member* have any professional or financial relationship that may present a potential conflict of interest for this board, commission or similar body? (i.e., employment, contracts, financial investment)	
Yes <input checked="" type="radio"/> No	If you answered yes, please explain below.
Do you or any immediate family member* have or have had any pending legal matters related to Nueces County or any board, commission or similar body within Nueces County?	
Yes <input checked="" type="radio"/> No	If you answered yes, please explain below.

I hereby certify that the foregoing answers are true. I further certify, should I be **considered for appointment** to a board, commission, advisory board or committee I will disclose in this application whether I am an employee of the governmental entity of which I seek appointment, I will disclose all appointments that may result in conflicting loyalties, and I will disclose if a family member is an employee of the governmental entity that I seek appointment. Also, should I be **appointed** to a board, commission, advisory board or committee, and should a conflict of interest exist or develop about a specific matter, I will disclose the conflict of interest upon discovery and recuse myself from the deliberations and action involved. Conflicts of interest include **but are not limited to**: a direct or indirect financial interest by me or a member of my family, and other interest, which impairs my ability to participate fairly in the deliberations and actions in question. ***I hereby affirm that I meet the minimum qualifications and residency requirements for this board or commission.**

eSigned via SeameeDocx.com
Shah Islam
Key: 30680228665770fb41b5dad110059bb

Signature

02/06/2022

Date

***Immediate family member definition: spouse, child, spouse of child, mother, father, aunt, uncle, grandparent**

APPLICATION AND RESUME MUST BE SUBMITTED TO THE COUNTY JUDGE: EMAIL OR USPS TO

Email to: county.boards@nuecesco.com

MAILING ADDRESS:

901 Leopard Street, Suite 303 Corpus Christi, Texas 78401

Information provided in "Application for Appointment to Board or Commission" is subject to public disclosure under the Texas Public Information Act or other applicable law. Pursuant to Section 552.1175 of the Texas Government Code a peace officer, county jailer, commissioned security officer, and certain others with law enforcement or prosecution related responsibilities may restrict access to certain personal information. A form requesting restriction of access can be obtained through the County Judge's office.

NOV 9 3 2021

NOHD-ADMINISTRATION

**RENEWAL
of
Pharmacy Benefit Administrative Services Agreement
January 1, 2022 -December 31, 2022**

Effective January 1, 2022, and upon the signature of the duly authorized officers of both parties, the Pharmacy Benefit Administrative Services Agreement entered into by Nueces County Hospital District and Script Care, Ltd. on January 1, 2022, is hereby **renewed** in its entirety for an additional 2nd Additional One (1) year period. The renewal term shall be effective at 12:00 a.m., on **January 1, 2022** and unless otherwise terminated pursuant to Section 23 of the Agreement, it shall terminate at 11:59 p.m. on **December 31, 2022**.

IN WITNESS WHEREOF, the parties hereby execute this renewal to the Pharmacy Benefit Administrative Services Agreement.

NUECES COUNTY HOSPITAL DISTRICT

SCRIPT CARE, LTD.

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

By: Kevin J. Brown
Kevin J. Brown
President

Date: November 8, 2021

Date: 11-18-2021

