

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the County of Nueces, hereinafter called "County," the Nueces County Hospital District, hereinafter called "NCHD," and Meadows Mental Health Policy Institute, hereinafter called "Consultant" for the purpose of contracting for consulting services. The County, NCHD, and the Consultant shall be collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services; and

WHEREAS, NCHD made the determination that the services contemplated herein are professional services as further interpreted by the Texas Attorney General opinions as services requiring predominantly mental or intellectual skill or belonging to a discipline requiring special knowledge or attainment and a high order of learning, skill and intelligence; and

WHEREAS, the NCHD and County desire to contract for professional services to be provided by Consultant described as follows:

Provide consultation services and other related services as described in Attachment B herein to prepare a comprehensive needs assessment for Nueces County that can serve as the basis for a systematic approach to providing services for mental illnesses and substance abuse disorders in the County.

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

AGREEMENTS

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services to be Provided by County, attached hereto and made a part thereof this Contract.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant shall perform those personal services for the fulfillment of the Contract as identified in Attachment B – Services to be Provided by Consultant, attached hereto and made a part thereof this Contract. Consultant tasks shall be completed by June 15, 2020.

ARTICLE 3
SCOPE OF SERVICES TO BE PROVIDED BY NCHD

NCHD will furnish items and perform those services for fulfillment of the Contract as identified in Attachment C – Services to be Provided by NCHD, attached hereto and made a part thereof this Contract.

ARTICLE 3
CONTRACT PERIOD

The term of this Contract shall be from September 15, 2019 through September 15, 2020. The Consultant shall proceed with the work as authorized in writing by the County and NCHD, as provided in Article 5 – Work Authorizations. This Contract shall terminate at the close of business on September 15, 2020, unless extended by supplement agreement duly executed by the Parties prior to the date of termination, as provided in Article 10 – Supplemental Agreements, or otherwise terminated, as provided in Article 18 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable to Consultant by NCHD under this Contract is \$520,701.00 inclusive of all Consultant time, meeting costs, travel costs, and material production, unless modified as provided in Article 10 – Supplemental Agreements. This amount shall be due and payable upon completion of respective tasks in accordance with Attachment D, Work and Fee Schedule, herein attached and incorporated in its entirety. There will be no reimbursement for expenses or travel.

The Consultant shall prepare and submit to the NCHD invoices described in Attachment D, Work and Fee Schedule, herein attached and incorporated in its entirety. The NCHD reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of NCHD.

The Consultant shall prepare and submit to the County and NCHD a monthly progress report in reasonable detail, stating the status and description of the work accomplished during the period.

The County and NCHD assume no liability for work performed or costs incurred prior to the date authorized by County to begin work, during periods when work is suspended, or subsequent to the Contract completion date.

**ARTICLE 5
WORK AUTHORIZATIONS**

The County and NCHD will issue work authorizations, in the form identified and attached hereto as Attachment D – Work Authorization, to authorize the Consultant to perform one or more tasks. The work authorization will not waive the Parties' responsibilities and obligations established in this Contract. The Consultant's work authorization will be issued jointly by the County Judge and Hospital District's Administrator/Chief Executive Officer. The executed work authorization(s) shall become a part of this Contract.

Upon satisfactory completion of the work authorization, the Consultant shall submit to the County and NCHD for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the Parties have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Consultant shall promptly notify the County and NCHD of any event which will affect completion of the work authorization.

**ARTICLE 6
PROGRESS**

The Consultant shall, from time to time during the progress of the work, confer with the County and NCHD. The Consultant shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County or NCHD, in order to evaluate features of the work. Upon request by the County or NCHD, the Consultant shall make presentations to the Commissioners Court or NCHD's Board of Managers.

At the request of any Party, conferences shall be held at the County's offices, NCHD's offices, Consultant's offices, or at other locations designated by the County or NCHD. These conferences shall also include an evaluation of the Consultant's services and work when requested by the County or NCHD.

Should the County or NCHD determine that the progress in production of the work does not satisfy the work schedule, the County or NCHD will review the work schedule with the Consultant to determine the corrective action needed.

The Consultant shall promptly advise the County and NCHD in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain Contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County or 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

The County or NCHD may suspend the work, 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 County or NCHD, and Consultant.

The work will be reinstated and resumed in full force and effect within one (1) calendar days of receipt of written notice from the County or NCHD to resume the work. The one (1) day notice may be waived if approved in writing by both Parties.

If the County or NCHD 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

If the Consultant determines that any work it has been directed to perform is beyond the scope of this Contract and constitutes extra work, it shall promptly notify the County and NCHD in writing. In the event the County and NCHD determine that such work constitutes extra work and exceeds the maximum amount payable, NCHD shall so advise the Consultant and a supplemental agreement may be executed, as provided in Article 10 – Supplemental Agreements.

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

**ARTICLE 9
CHANGES IN WORK**

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

The Consultant shall make such revisions to the work to correct errors appearing therein, when required to do so by the County or NCHD. No additional compensation will be paid for the correction of errors.

**ARTICLE 10
SUPPLEMENTAL AGREEMENTS**

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

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

No claim for extra work done or materials furnished shall be made by the Consultant until full execution of the supplemental agreement and authorization to proceed is issued by the County and NCHD. The County and NCHD reserve the right to withhold payment pending verification of satisfactory work performed to be determined in their reasonable discretion.

**ARTICLE 11
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract (the “Work Product”) are the exclusive property of the County and NCHD and shall be furnished to the County and NCHD upon request. All documents prepared by the Consultant and all documents furnished to the Consultant by the County and NCHD shall be delivered to the County and NCHD upon completion or termination of this Contract. County and NCHD shall be provided a copy of any such documents. The Consultant, at its own expense, may retain copies of such documents or any other data which it has furnished the County and NCHD under this Contract. Additionally, County and NCHD hereby grants to Consultant a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance the Work Product, provided such use, modification, or enhancement is in furtherance of tax-exempt purposes described in section 501(c)(3) of the Internal Revenue Code of 1986, as

amended. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 12
PERSONNEL, EQUIPMENT AND MATERIAL**

The Consultant shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required.

**ARTICLE 13
SUBCONTRACTING**

The Consultant shall not assign, subcontract, or transfer any portion of the work under this Contract. All work under this Contract shall be performed by Consultant personally.

**ARTICLE 14
EVALUATION OF WORK**

The County and NCHD and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work 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 the Consultant, the Consultant shall provide all reasonable facilities and assistance for the safety and convenience of County and NCHD 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, the Consultant'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**

All applicable study reports shall be submitted in preliminary form for review by the County and NCHD before a final report is issued. The County and NCHD's comments on the Consultant'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**

All computer files must be compatible with the County and NCHD's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Consultant shall be delivered to the County and NCHD. Final payment for the work associated with this Contract will not be made

until the files furnished by the Consultant have been demonstrated to be usable in the required formats.

ARTICLE 17
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Material violations of the Contract terms or 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 increased cost arising from the breaching party's default, breach of contract, or violation of contract terms shall be paid by the breaching party. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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 within the thirty (30) days, and if the breaching party is 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 as agreed to by the Parties), 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

This Contract shall terminate at the close of business on September 15, 2020, unless extended as provided in Article 10 – Supplemental Agreements.

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 the Parties;
2. By the County or NCHD, by notice in writing to the Consultant as a consequence of failure by the Consultant to perform the services set forth herein in a satisfactory manner;
3. By any party, upon the failure of the other party to fulfill its obligations as set forth herein;

4. By any party, for reasons of its own and not subject to the mutual consent of any other party upon not less than thirty (30) calendar days written notice to each other party; and
5. By written notice from the County or NCHD upon satisfactory completion of all services and obligations described herein.

Should the County or NCHD terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Consultant. In determining the value of the work performed by the Consultant prior to termination the NCHD shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County or NCHD terminate this Contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Consultant defaults in the performance of this Contract or if the County or NCHD terminates this Contract for fault on the part of the Consultant, NCHD will give consideration to the actual costs incurred by the Consultant 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 the County and NCHD, the cost to the NCHD of employing another to complete the work required and the time required to do so, and other factors which affect the value to the County and NCHD of the work performed at the time of default.

Any fees collected by Consultant will be reimbursed to NCHD for work not provided prior to termination of Contract.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and NCHD and the Consultant under this Contract except the obligations set forth in Articles 11, 14, 18, 19, 20, 21 and 22 of this Contract. If the termination of this Contract is due to the failure of the Consultant to fulfill its contract obligations, the County and NCHD may take over the project and prosecute the work to completion. In such case, the Consultant shall be liable to the County and NCHD for any additional cost occasioned to the County and NCHD.

ARTICLE 19 COMPLIANCE WITH LAWS

The Consultant 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, the Consultant shall furnish the County and NCHD with satisfactory proof of its compliance.

Additionally, Consultant agrees to abide by any security protocols required by the Nueces County Sheriff when visiting the Nueces County Jail(s). The Nueces County Sheriff may deny access to such jail(s) in his sole discretion should he determine Consultant's access to be a security risk.

It is expressly understood by the County and Consultant, that from the date of award of the Contract to one year after termination or expiration of Contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from Consultant or principal owners of said Consultant. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Consultant is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contract to one year after termination or expiration of Contract term. It is also prohibited for Consultant to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 20 INDEMNIFICATION

THE CONSULTANT SHALL SAVE HARMLESS THE COUNTY AND NCHD AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL ALSO SAVE HARMLESS THE COUNTY AND NCHD FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY AND NCHD IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AND NCHD AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

ARTICLE 21 CONSULTANT'S RESPONSIBILITY

The Consultant shall be responsible for the accuracy of its work 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

The Consultant 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. The County and NCHD or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Consultant 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 the Consultant.

**ARTICLE 23
SUCCESSORS AND ASSIGNS**

The Consultant, County, and NCHD do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract.

The Consultant shall not assign, subcontract, or transfer its interest in this Contract.

**ARTICLE 24
SEVERABILITY**

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**

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**

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

COUNTY

County Judge
901 Leopard St., Rm. 303
Corpus Christi, Texas 78401-3602

NCHD

Administrator/Chief Executive Officer
555 N. Carancahua, Suite 950
Corpus Christi, Texas 78401-0835

CONSULTANT

Chief Executive Officer
Meadows Mental Health Policy Institute
2800 Swiss Avenue
Dallas, Texas 75204-5926

**ARTICLE 27
GOVERNING LAW AND VENUE**

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
SIGNATORY WARRANTY**

The undersigned signatory for the Consultant hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this Contract on behalf of the firm.

IN WITNESS WHEREOF, the Parties have executed these presents in duplicate.

COUNTY OF NUECES

By: _____
Barbara Canales
County Judge

Date: _____

NUECES COUNTY HOSPITAL DISTRICT

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

Date: 9/16/2019

CONSULTANT

By: Dr. Andrew Keller
Dr. Andrew Keller
Chief Executive Officer

Date: 9/18/2019

List of Attachments:

- Attachment A – Services to be Provided by County
- Attachment B – Services to be Provided by Consultant
- Attachment C – Services to be Provided by NCHD
- Attachment D - Work and Fee Schedule
- Attachment E – Work Authorization

ATTACHMENT A
Services to be Provided by County

The following services are anticipated to be provided by Nueces County:

1. Provision of work spaces and facilities when Consultant is on site in Nueces County.
2. Facilitation and coordination of services.
3. Identify County liaison to serve as point of contact for Consultant to facilitate as necessary their execution of services.
4. Identify stakeholders and assist with introductions.
5. Introduction of Consultant to stakeholder representatives.
6. Identify County liaison to work with Consultant.

ATTACHMENT B
Services to be Provided by Consultant

The following services are anticipated to be provided by Consultant:

A. Comprehensive Needs Assessment

- a. Overall Objective. Perform Comprehensive Needs Assessment, to include the Criminal Justice and Adult Policy; Children, Youth, and their Families; and Veterans and their Families constituencies.
- b. Overall Work To Be Performed.
 - i. For the primary on-site review, the Consultant will initiate focus groups and key informant stakeholder interviews to identify central themes associated with access to care, availability of crisis and emergency services, and the impact of mental illness and unmet need across various service sectors. On-site reviews will include each of the project leads, joined by support staff, who will provide analyses of existing capacity, gaps in capacity, and opportunities to use financing and other strategies to meet behavioral health needs. Consultant will also examine ways in which telehealth programs can be enhanced to serve each area described below. Themes that emerge from the qualitative analysis will be included in the final report.
 1. Criminal Justice and Adult Policy. Consultant will identify service gaps and needs, focusing particularly on strategies to enhance engagement and retention in treatment, increase justice system diversion, decrease utilization of the emergency system to treat chronic care needs, reduce the risk of juvenile justice involvement, and reduce jail and hospital recidivism for people living with serious mental illness and substance use disorders.
 2. Children, Youth, and Their Families. Consultant will assess service gaps and needs in the foster care system, barriers to accessing integrated primary and mental health care, and the impact of serious emotional disorders within schools. Consultant will examine gaps and inefficiencies as well as resources allocated across service sectors for children, youth, and their families.
 3. Veterans and their Families. Consultant will examine existing services in the community as well as gaps in services for this population. Consultant will look for increased collaboration and new connections among key health care stakeholders and behavioral health partners who serve veterans and their families.

B. Project Kick-Off

- a. Objectives.
 - i. Prepare updated work plan.

- b. Work To Be Performed.
 - i. Engage local project leadership to finalize work plan and request key information.
 - ii. Meet with Nueces County behavioral health care systems, including hospitals, the criminal justice system, the local mental health authority (LMHA), children’s services, veteran-serving agencies, and other priorities for the broader behavioral health system identified by key system partners.

C. Desk Review and Primary On-Site Review

- a. Objectives.
 - i. Conduct primary review.
- b. Work To Be Performed.
 - i. Conduct off-site assessment of available reports and archival sources.
 - ii. Conduct review of existing data, documents, reports, policies, and protocols so that our team develops an understanding of key processes pertinent to the project.

D. Quantitative Data Analysis and Draft Report

- a. Objectives.
 - i. Analyze prevalence, service capacity, and cost data.
 - ii. Prepare draft report of Community Needs Assessment.
- b. Work To Be Performed.
 - i. Consultant will provide analyses of prevalence based on national data that considers Texas-specific demographic and poverty data for Nueces County. Additionally, Consultant will provide analyses for licensed psychiatric bed capacity, and utilization rates over the past year, for each hospital in the region; existing publicly-funded mental health and substance use disorder programs, and their use; and costs associated with hospitalization and emergency department use for psychiatric disorders and, if available, costs associated with local community mental health programs.
 - ii. Consultant will prepare draft report of the Community Needs Assessment.

E. Follow-Up On-Site Meetings, Final Report, and Final Presentation

- a. Objectives.
 - i. Review emerging findings with project leadership and other behavioral health system leaders with goal of reviewing and deepening recommendations.
 - ii. Refine and address any gaps in emerging findings.
 - iii. Draft and submit final Community Needs Assessment and recommendations to project leadership and other behavioral health system leaders.
 - iv. Present final Community Needs Assessment and recommendations to project leadership and other behavioral health system leaders.

Timeline of Performance Activities:

- **Month 1:** Conduct one-day on-site meeting, host project kick-off meeting, finalize updated work plan, develop data tools, and initiate prevalence and service capacity analysis.
- **Months 1 and 2:** Receive and examine first set of data delivered to Consultant (in response to Consultant's data request), begin on-site reviews and focus groups.
- **Month 3:** Complete desk review, continue primary on-site review.
- **Month 4:** Complete on-site review, conduct final focus groups and interviews.
- **Months 5 and 6:** Complete Quantitative Data Analysis and begin drafting initial report.
- **Months 6 and 7:** Follow-up with stakeholders and review emerging findings.
- **Month 7:** Produce first draft report for stakeholder review.
- **Month 8:** Finalize Comprehensive Needs Assessment and host stakeholder briefing.
- **Month 9:** Provide consultations as needed or requested to review recommendations.

ATTACHMENT C
Services to be Provided by NCHD

The following services are anticipated to be provided by NCHD:

1. Pay fees due as per Contract.
2. Identify a point of contact (POC) to represent and assist Consultant with obtaining relevant information from behavioral health system leaders, to include utilization data.

ATTACHMENT D
Work and Fee Schedule

Consultant's Maximum Total Compensation under this Contract is \$520,701.00. The amounts set out below shall be due and payable upon completion of the respective task and submission of respective invoice. NCHD shall pay Consultant for delivery of each Deliverable to County and NCHD according to the table below subject to NCHD's receipt of Consultant's invoice for the particular Deliverable and associated amount.

Work & Fee Schedule			
Deliverable #	Description	Due Date	Fee
1	Conduct Onsite Meeting and Host Project Kick-Off Meeting	October 15, 2019	\$75,000
2	Submit Detailed Work Plan for Community Needs Assessment	October 29, 2019	\$75,000
3	Submit Preliminary Report on Prevalence and Hospital/ED Utilization Study	November 30, 2019	\$100,000
4	Submit Preliminary Report on Criminal Justice Diversion Issues	November 30, 2019	\$100,000
5	Submit Draft Report of Community Needs Assessment	April 15, 2020	\$75,000
6	Submit Final Report of Community Needs Assessment	June 15, 2020	\$69,931
7	Provide Consultations to Review Recommendations	September 15, 2020	\$7,770

WORK AUTHORIZATION

This work authorization is issued in accordance with the Professional Services Contract with an effective date of September 15, 2019, between Nueces County, Nueces County Hospital District, and the Meadows Mental Health Policy Institute relating to a comprehensive needs assessment for Nueces County that can serve as the basis for a systematic approach to providing services for mental illnesses and substance abuse disorders in the County.

Work Task: Items as described on Attachment B of Professional Services Contract.

Maximum Total Compensation: \$502,701.00

Deliverables: As described on Attachment D of Professional Services Contract.

Deliverable #1 Due Date: October 15, 2019.
Deliverable #2 Due Date: October 29, 2019.
Deliverable #3 Due Date: November 30, 2019.
Deliverable #4 Due Date: November 30, 2019.
Deliverable #5 Due Date: April 15, 2020.
Deliverable #6 Due Date: June 15, 2020.
Deliverable #7 Due Date: September 15, 2020.

NUECES COUNTY

By: _____
Barbara Canales
County Judge

Date: _____

NUECES COUNTY HOSPITAL DISTRICT

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

Date: 9/16/2019

CONSULTANT

By: Dr. Andrew Keller
Dr. Andrew Keller
Chief Executive Officer

Date: 9/19/2019