

## **PERSONAL SERVICES CONTRACT**

THIS CONTRACT FOR PERSONAL SERVICES is made by and between the **NUECES COUNTY HOSPITAL**, hereinafter called "Hospital District" or "District" and **LINDA K. WERTZ**, hereinafter called "Contractor" for the purpose of contracting for the personal services described in this Contract.

### **WITNESSETH**

**WHEREAS**, in 2011, the federal Centers for Medicare and Medicaid Services approved a Medicaid demonstration waiver titled "Texas Healthcare Transformation and Quality Improvement Program" (1115 Waiver). The goals of the 1115 Waiver are to increase access to health care, improve the quality of care, and enhance the health of patients and families they serve. The 1115 Waiver was initially approved through September 30, 2016 and subsequently renewed through September 30, 2022;

**WHEREAS**, the 1115 Waiver was organized by the Texas Health and Human Services Commission (HHSC) and is based on Regional Healthcare Partnerships (RHP). RHP 4 includes the following Coastal Bend-area counties: Aransas, Bee, Brooks, DeWitt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, and Victoria;

**WHEREAS**, the Hospital District is the HHSC-designated Anchor for RHP 4;

**WHEREAS**, the Hospital District's June 12, 2012 Letter Agreement with Health Management Associates, Inc. ("HMA") for the services sought under this Agreement was mutually terminated effective November 1, 2019;

**WHEREAS**, Texas Local Government Code, Chapter 262.024, provides for the procurement of personal services; and

**WHEREAS**, the Hospital District desires to contract for personal services described as follows:

Consulting services and technical assistance related to the Hospital District fulfilling its Anchor responsibilities under the 1115 Waiver; and

Consulting services and technical assistance to RHP 4's Performing Providers, as directed by the Hospital District, related to said Providers' Delivery System Reform Incentive Payment (DSRIP) project reporting responsibilities under the 1115 Waiver.

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

## **AGREEMENT**

### **ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY NUECES COUNTY HOSPITAL DISTRICT AND CONTRACTOR**

Hospital District hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this Contract.

Contractor hereby agrees to perform those tasks and services described in Attachment B, which is attached hereto and made part thereof of this Contract.

### **ARTICLE 2 CONTRACT PERIOD**

This Contract shall begin on October 1, 2020 and it shall terminate at the close of business on September 30, 2021, unless extended by supplement agreement duly executed by the Contractor and the Hospital District prior to the date of termination, as provided in Article 9 – Supplemental Agreements, or otherwise terminated, as provided in Article 16 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this Contract is \$250,000.00 (two hundred fifty thousand dollars), unless modified as provided in Article 9 – Supplemental Agreements. Project costs will not exceed the aggregate amount of \$250,000.00 during the twelve-month period (12 months) commencing on October 1, 2020 and ending on September 30, 2021, inclusive of travel time and expenses.

Not later than the tenth (10<sup>th</sup>) day of each month during the Contract Period, the Contractor shall prepare and submit a monthly invoice, description of the work accomplished during the preceding month, and a progress report stating the status of the work accomplished during the preceding month to Jonny F. Hipp, Administrator/Chief Executive Officer of the Hospital District. The submitted invoice, description, and progress report shall be in a form and format prescribed by the District and properly classified and categorized into the tasks and functions identified in Attachment D as described in Attachment E. Contractor will be paid for the work that is completed as identified on the monthly invoice.

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

**The Nueces County Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract during periods when work is suspended, or subsequent to the Contract completion date.**

## **ARTICLE 4 WORK AUTHORIZATIONS**

**[Specifically Excluded]**

## **ARTICLE 5 PROGRESS**

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

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

The Contractor shall promptly advise the Hospital District 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 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 6 SUSPENSION**

The Hospital District 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 both parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the Hospital District to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Contract period, as determined in Article 2 – Contract Period, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in Article 9 – Supplemental Agreements.

## **ARTICLE 7 ADDITIONAL WORK**

If the Contractor 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 Hospital District through the District's Administrator in writing. In the event the District determines that such work constitutes extra work and exceeds the maximum amount payable, the District shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 9 – Supplemental Agreements.

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

## **ARTICLE 8 CHANGES IN WORK**

If the Hospital District 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 Contractor shall make such revisions if requested and as directed by the District. This will be considered additional work and paid for as specified under Article 7 – Additional Work.

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

## **ARTICLE 9 SUPPLEMENTAL AGREEMENTS**

The terms of this Contract may be modified by supplemental agreement if the Hospital District determines 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 3 – Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the Contract period specified in Article 2 – Contract Period.

**No claim for extra work done shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Nueces County Hospital District. The Nueces County Hospital District reserves the right to withhold payment pending verification of satisfactory work performed.**

**ARTICLE 10**  
**PUBLIC INFORMATION ACT**

All data, and other documents created or collected under the terms of this Contract are the exclusive property of the Hospital District and shall be furnished to the District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the District shall be delivered to the District upon completion or termination of this Contract. The Contractor, at her own expense, may retain copies of such documents or any other data which she has furnished the District under this Contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 11**  
**SUBCONTRACTING**

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

**ARTICLE 12**  
**EVALUATION OF WORK**

The Hospital District and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the District's 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 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 13**  
**SUBMISSION OF REPORTS**

All applicable reports shall be submitted in preliminary form for review by the Hospital District before a final report is issued. The District's comments on the Contractor's preliminary report shall be addressed in the final report.

**ARTICLE 14**  
**COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the Hospital District's computer systems without conversion or modifications.

All graphics media provided by the Contractor shall be delivered to the Hospital District.

**ARTICLE 15**  
**VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Violation of the Contract terms or breach of contract by the Contractor shall be grounds for termination of the Contract and any increased cost arising from the Contractor's default, breach of contract, or violation of contract terms shall be paid by the Contractor. This agreement 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.

**ARTICLE 16**  
**TERMINATION**

This Contract shall terminate at the close of business on September 30, 2021 unless extended as provided in Article 9 – 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 both parties;
2. By the Hospital District, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services 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 the 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 the Contractor; and
5. By written notice from the Hospital District upon satisfactory completion of all services and obligations described herein.

Should the 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 the Contractor. In determining the value of the work performed by the Contractor prior to termination the District 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 District 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 Contractor defaults in the performance of this Contract or if the Hospital District terminates this Contract for fault on the part of the Contractor, the District will give consideration to the actual costs incurred by the 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 the District, the cost to the District of employing another to complete the work required and the time required to do so, and other factors which affect the value to the District of the work performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Hospital District and the Contractor under this Contract except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this Contract. If the termination of this Contract is due to the failure of the Contractor to fulfill her Contract obligations, the District may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the District for any additional cost occasioned to the Hospital District.

#### **ARTICLE 17 COMPLIANCE WITH LAWS**

The 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, the Contractor shall furnish the Hospital District with satisfactory proof of her compliance.

#### **ARTICLE 18 INDEMNIFICATION**

**THE CONTRACTOR SHALL SAVE HARMLESS THE NUECES COUNTY HOSPITAL DISTRICT 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 CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE NUECES COUNTY HOSPITAL DISTRICT FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE NUECES COUNTY HOSPITAL DISTRICT IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE NUECES COUNTY HOSPITAL DISTRICT AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR.**

#### **ARTICLE 19 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for the accuracy of her work and shall promptly make necessary revisions or corrections resulting from her errors, omissions, or negligent acts without compensation.

**ARTICLE 20**  
**RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at her 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 Hospital District 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 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 the Contractor.

**ARTICLE 21**  
**SUCCESSORS AND ASSIGNS**

The Contractor and the Hospital District 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 Contractor shall not assign, subcontract, or transfer her interest in this contract without the prior written consent of the Hospital District.

**ARTICLE 22**  
**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 23**  
**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.

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**ARTICLE 24**  
**NOTICES**

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:

If to Hospital District:

Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer  
Nueces County Hospital District  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835

If to Contractor:

Linda K. Wertz  
119 Dan Moody Trail  
Georgetown, Texas 78633-4520

**ARTICLE 25**  
**VENUE AND GOVERNING LAW**

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

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**NUECES COUNTY HOSPITAL DISTRICT:**

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

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Linda K. Wertz  
Contractor

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

**List of Attachments:**

- Attachment A – Services to be provided by Hospital District**
- Attachment B – Services to be provided by Contractor**
- Attachment C – 1115 Waiver Details**
- Attachment D – Classification of Invoiced Expenses**
- Attachment E – Cost Principles for Expenses**

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**Attachment A - Services to be provided by**  
**Nueces County Hospital District**

- Provide overall direction, prioritization, coordination, and clarification of the Hospital District's goals and objectives to Contractor relating to fulfillment of its Anchor responsibilities under the 1115 Waiver; and
- Provide overall direction, prioritization, coordination, and clarification of the Hospital District's goals and objectives relating to Contractor providing assistance to RHP 4's Performing Providers regarding their Delivery System Reform Incentive Payment project reporting responsibilities under the 1115 Waiver.

## **Attachment B - Services to be provided by Contractor**

- **Task 1. Consultation and Technical Assistance to Anchor.** Contractor will provide consultation and technical assistance services to the Hospital District relating to the District fulfilling its Anchor duties and responsibilities under the 1115 Waiver to meet RHP 4, federal, and state requirements. This will include promptly responding to Hospital District questions either by phone or email, participating in HHSC Anchor calls or meetings on behalf of the District, reviewing HHSC waiver documents and making related compliance recommendations to the District, advising the Hospital District on Provider Delivery System Reform Incentive Payment and Uncompensated Care reporting requirements.
- **Task 2. Consultation and Technical Assistance to RHP 4's Performing Providers.** Contractor will provide consultation and technical assistance services to RHP 4 Providers, as determined by the Hospital District, relating to reporting the results of their 1115 Waiver projects to meet RHP 4, federal, and state requirements. This will include promptly responding to provider questions either by phone or email, participating in HHSC Anchor calls or meetings, reviewing HHSC waiver documents, conducting webinars, and consulting with Hospital District staff on DSRIP and UC reporting requirements.
- **Task 3. Technical Assistance Related to RHP 4 Plan Update.** In the event an RHP 4 Plan Update is required, Contractor will assist Hospital District with waiver technical assistance with provider meetings, webinars, or conference calls for completion and submittal of the RHP 4 Plan Update to meet RHP 4, federal, and state requirements due to HHSC on a date to be determined by HHSC. This will include promptly responding to Provider questions either by phone or email, participating in HHSC Anchor calls or meetings, reviewing HHSC waiver documents, and consulting with Hospital District staff on DSRIP and UC reporting requirements.
- **Task 4. RHP 4 Annual Report.** In the event an RHP 4 Annual Report is required, Contractor will assist Hospital District with consulting services and technical assistance necessary to compile and prepare the RHP 4 Annual Report due to HHSC on a date to be determined by HHSC to satisfy waiver requirements. This will include communicating with and gathering information from Providers, compiling supplemental non-Provider information from various sources, and preparing written drafts and the final version of the RHP 4 Annual Report.
- **Task 5. Technical Assistance Related to Performing Providers' Delivery System Reform Incentive Payment Project Reporting.** Contractor will assist RHP 4's Performing Providers, as determined by the Hospital District, with technical assistance, webinars, or conference calls to meet RHP 4, federal, and state requirements for October DY9 Round 2 reporting due to HHSC by October 30, 2020 and April DY10 Round 1 reporting due to HHSC by April 30, 2021. This will include responding to provider questions either by phone or email, participating in HHSC Anchor calls or meetings, reviewing HHSC

waiver documents, conducting webinars, and consulting with Provider staff on DSRIP and UC reporting requirements.

- Task 6. RHP 4 Provider and Public Meetings. Contractor will assist Hospital District to plan the agendas, gather relevant information, prepare materials, and execute regional learning collaborative meetings and public meetings to facilitate completion of 1115 Waiver Anchor reporting requirements to meet RHP 4, federal, and state requirements.
- Task 7. Anchor and Provider Reporting Requirements. Provide written monthly updates to the Hospital District regarding 1115 Waiver RHP 4 Anchor and Provider reporting requirements;
- Task 8. Waiver Compliance. Provide updates to the Hospital District, as requested, regarding progress on compliance with the 1115 Waiver requirements;
- Task 9. Additional Duties and Activities. Any other additional duties or activities necessary to assure success of the 1115 Waiver in RHP 4;
- Task 10. Other Tasks. Any other 1115 Waiver-related tasks for RHP 4 assigned by the Hospital District; and
- All Tasks. Compliance with Applicable Laws, Rules, Regulations, and Ordinances. Contractor must comply with all applicable federal, State, and local government laws, rules, regulations, and ordinances, which may be applicable to Contractor's performance of all Tasks under this Contract.

### **Attachment C - 1115 Waiver Details**

In 2011, the federal Centers for Medicare and Medicaid Services approved a Medicaid demonstration waiver titled “Texas Healthcare Transformation and Quality Improvement Program” (1115 Waiver). The goals of the 1115 Waiver are to increase access to health care, improve the quality of care, and enhance the health of patients and families they serve. The 1115 Waiver was initially approved through September 30, 2016 and subsequently renewed through September 30, 2022.

The 1115 Waiver was organized by the Texas Health and Human Services Commission (HHSC) based on Regional Healthcare Partnerships (RHP). Each RHP either identified or HHSC designated an anchoring entity (RHP Anchor) and the Hospital District is the HHSC-designated Anchor for RHP 4. RHP 4 includes the Coastal Bend-area counties: Aransas, Bee, Brooks, DeWitt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, and Victoria. The HHSC-designated duties of an RHP Anchor are:

1. Serving as the single point of contact with HHSC for the RHP;
2. Facilitating transparent and inclusive meetings among participants to discuss RHP activities;
3. Coordinating RHP activities to help ensure that participants properly address both the needs of the region and the requirements placed upon the RHP;
4. Developing the RHP needs assessment included in the RHP plan;
5. Compiling and submitting the RHP plan to HHSC;
6. Preparing and submitting an annual progress report on behalf of the RHP;
7. Ensuring that all confidential information obtained through its role as an anchor remains confidential as required by state and federal laws and regulations;
8. Ensuring that all waiver information provided to it in its capacity as anchor is distributed to the RHP participants;
9. Posting the most recent approved RHP plan and any proposed RHP plan modifications to the RHP website; and
10. Meeting all other requirements as specified in the Program Funding and Mechanics Protocol.

## **Attachment D – Classification of Invoiced Expenses**

Contractor shall classify and categorize all charges and expenses she submits in her invoices to the Hospital District under this Contract for the purpose of assisting the District in obtaining reimbursement for Anchor administration or other costs from the Texas Health and Human Services Commission (“HHSC”), State of Texas, and/or the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (collectively, the “Reimbursement Agencies”). The Contractor shall first categorize each of her charges and expenses she submits in her invoices to the District as allowable or non-allowable in accordance with the HHSC Cost Principles for Expenses For the 1115 Waiver – Administrative Expenses document (attached hereto and identified as Attachment E – Cost Principles for Expenses) (“Cost Principles for Expenses”) and the applicable rules and regulations issued from time to time by the Reimbursement Agencies. For any allowable charges or expenses, the Contractor shall sub-categorize her charges and expenses by the specific Anchor tasks and job functions described in the Cost Principles for Expenses document, as may be amended from time to time. This obligation shall apply to all invoices issued by the Contractor to the District during the term of this Contract. The Contractor’s allowable costs and expenses shall be classified into the following tasks and functions in accordance with the Cost Principles for Expenses document:

1. Provide accounting, human resources, and data management resources for the RHP;
2. Coordinate RHP annual reporting, as specified in the Program Funding and Mechanics Protocol, on the status of projects and the performance of Performing Providers in the region;
3. Provide RHP data management for purposes of evaluation;
4. Develop and facilitate one or more regional learning collaboratives;
5. Communicate with stakeholders in the region, including the public; and
6. Communicate on behalf of the RHP with HHSC.

### **Attachment E – Cost Principles for Expenses**

Attach after this cover sheet the HHSC document titled: “Attachment A to the Texas Transformation and Quality Improvement Program 1115 Waiver: Agreement between Health & Human Services Commission and Anchor” showing effective date October 1, 2012, Version 1.0.