

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, August 3, 2021 at 10:30 AM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- Daniel W. Dain, Chairman
- Sylvia Tryon Oliver, Vice-Chairman
- Belinda Flores, RN
- 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 revised Board of Managers Regular Meeting minutes of September 15, 2000. 7

- B. Approve Board of Managers Regular Meeting minutes of June 16, 2021. 15

- C. Receive listing of new vendors as of July 29, 2021; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 24

- D. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date: 25
 - 1. Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;

 - 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. (*Finance Committee*)

- E. 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 June 30, 2021. 26

(Finance Committee)

F. 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. 27
(Finance Committee)

G. 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 June 30, 2021. 28
(Finance Committee)

H. 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. 32
(Finance Committee)

I. 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): 33

1. Directed Payment Programs: (Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives).

- a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
- b. Network Access Improvement Program (NAIP);
- c. Texas Incentives for Physicians and Professional Services (TIPPS);
- d. Uniform Hospital Rate Increase Program (UHRIP); and

2. Supplemental Payment Programs: (HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money).

- a. Disproportionate Share Hospitals (DSH) program;
- b. Graduate Medical Education (GME);
- c. Hospital Uncompensated Care (UC) pool; and

3. Phase-Out Programs: (To be discontinued by October 1, 2021).

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

6. REGULAR AGENDA - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or 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 June 30, 2021. (<i>ACTION</i>)	34
2. Receive Quarterly Investment Report for fiscal quarter-ended June 30, 2021. (<i>INFORMATION</i>)	41
3. Receive reports relating to Nueces Aid Program enrollment for month-ended June 30, 2021. (<i>INFORMATION</i>)	48
4. Adopt Board of Managers Resolution relating to annual review of investment policy and investment strategies; adopt changes to policy and strategies to be effective September 1, 2021; review and adoption pursuant to Texas Government Code, §2256.005(e). (<i>ACTION</i>)	54
5. Adopt Board of Managers Resolution relating to annual review and adoption of listing of qualified broker/dealers authorized to engage in investment transactions; adopt listing to be effective September 1, 2021; review and adoption pursuant to Texas Government Code, §2256.025. (<i>ACTION</i>)	92
B. <u>Health Care Provider Participation Program:</u>	
1. Consider actions necessary for the Board of Managers to activate, implement, and operate a health care provider participation program for Fiscal Year 2021 (October 1, 2020 - September 30, 2021) (“Fiscal Year 2021”); program and actions pursuant to Texas Health and Safety Code, Chapter 298C, as amended:	98
a. Confirm posting of public notice of public hearing on the amounts of mandatory health care provider participation program payments that the Board of Managers intends to require of each institutional health care provider located in the Hospital District's boundaries under the program during Fiscal Year 2021 and how the revenue derived from the payments will be spent;	108
b. Confirm provision to each institutional health care provider of the public notice of public hearing on the amounts of mandatory health care provider participation program payments that the Board of Managers intends to require of each institutional health care provider located in the Hospital District's boundaries under the program during Fiscal Year 2021 and how the revenue derived from the payments will be spent;	111
c. Adopt Board of Managers Order authorizing participation in a health care provider participation program, establishment of mandatory health care provider participation program payments for Fiscal Year 2021, establishment of local provider participation fund for the payments, and use of funds in the local provider	113

participation fund for statutorily-permitted purposes; and

- d. Adopt Board of Managers Order implementing requirements, rules, regulations, and procedures for participation in a health care provider participation program for Fiscal Year 2021. *(ACTION)* 117

C. Community Mental Health Initiatives:

1. Receive report from Nueces Center for Mental Health and Intellectual Disabilities (NCMHID) on activities performed under Interlocal Agreement between Nueces County, NCMHID, and Hospital District relating to diversion of persons from jails or other detention facilities, provision of crisis intervention teams, expansion of mobile crisis outreach, and development of jail-based competency restoration. *(INFORMATION)*

2. Authorize Administrator to arrange services necessary to assess feasibility of renovating the Nueces Center for Mental Health and Intellectual Disabilities facility located at 1630 South Brownlee Boulevard, Corpus Christi, Texas for purposes of a Nueces County Diversion Center; authorize Administrator to negotiate and execute related agreements and documents. *(ACTION)*

D. 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. Confirmation of Hospital District's medical aid and hospital care-related obligations in Nueces County inmate housing Interlocal Agreements with:

1. Aransas County; and 129
2. Victoria County. *(ACTION)* 138

E. Board Business:

1. Authorize Board Chairman or Vice-Chairman to execute Amendment No.1 to Administrator's Employment Agreement relating to annual salary as of October 1, 2000 as authorized by Board of Managers on September 15, 2000. *(ACTION)* 146

7. ADMINISTRATOR'S BRIEFING:

A. Fiscal Year 2022 Annual Budget (October 1, 2021 - September 30, 2022). *(INFORMATION)*

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

1. Finance Committee: August 18, 2021, 9:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

2. Board of Managers: August 18, 2021, 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 litigation against opioid drug manufacturers, promoters, and distributors responsible for causing and contributing to an epidemic of opioid addiction in Nueces County, including but not limited to Purdue Pharma, Endo Pharmaceuticals, Janssen Pharmaceuticals, Insys Therapeutics, the McKesson Corporation, Cardinal Health, and AmerisourceBergen for violations of the Deceptive Trade Practices Act, fraud, unjust enrichment, negligence, violations of the federal Controlled Substances Act, civil conspiracy and any other related causes of action, and related matters.

B. Consult with attorneys on matters related to Hospital District-owned real property.

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

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
SEPTEMBER 15, 2020
Revised 08/03/2021**

The Nueces County Hospital District Board of Managers will hold a regular meeting via teleconference on Tuesday, September 15, 2020 at 12:00 p.m. in the NCHD Board Room, located at 555 North Carancahua Street, Room 950 – A, Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO
Belinda E. Chism	Assistant Administrator
Donna Littlefield	Director, Accounting & Finance
Wm DeWitt Alsup	Attorney, Alsup Law Firm
Mary Esther Guerra	Assistant County Attorney
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Mark Hendrix	NCMHMID – via telephone
Robin Daniel	HAC - via telephone

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS MEMBERS:

John B. Martinez, J.D., Chairman
 Sylvia Tryon Oliver, Vice-Chairman
 Belinda Flores, RN
 Vishnu V. Reddy, M.D.
 Daniel W. Dain
 John E. Valls
 Mariana Garza, J.D.

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 15, 2020**

3. CALL TO ORDER & ESTABLISHMENT OF QUORUM

A. Call to order – Mr. Martinez, Chairman

The meeting was called to order by Mr. Martinez at 12:03 p.m.

B. Establish quorum – Mr. Martinez

A quorum was present with all members in attendance.

**John B. Martinez, J.D., Chairman – PRESENT
Sylvia Tryon Oliver, Vice Chairman – PRESENT
Belinda Flores RN, Member – PRESENT
Vishnu V. Reddy, MD, Member – PRESENT
Daniel W. Dain, Member – PRESENT
John E. Valls, Member – PRESENT
Mariana Garza, J.D., Member – PRESENT**

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

4. **PUBLIC COMMENT** - Persons 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. 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. See the "Public Comment" section of the preceding General Information page for additional information.

No one to speak for public comment.

5. **CONSENT AGENDA** - See the "Consent Agenda" section of the preceding General Information page for an explanation of the Consent Agenda and for additional information.

A. Approve Board of Managers Meeting minutes:

1. August 18, 2020 Regular;
2. September 1, 2020 Special; and
3. September 8, 2020 Special.

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

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- B. Receive listing of new vendors as of September 10, 2020; listing 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 2020 year-to-date:
1. Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;
 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. (*Finance Committee*)
- D. Receive summary report of year-to-date intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission.
1. Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver):
 - a. Delivery System Reform Incentive Payment (DSRIP) pool; and
 - b. Hospital Uncompensated Care (UC) pool.
 2. Disproportionate Share Hospitals (DSH) program;
 3. Network Access Improvement Program (NAIP);
 4. Uniform Hospital Rate Increase Program (UHRIP); and
 5. Graduate Medical Education (GME). (*Finance Committee*)
- E. Receive reports relating to Nueces Aid Program enrollment for the month-ended August 31, 2020. (*Finance Committee*)
- F. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended August 31, 2020. (*Finance Committee*)

**MINUTES
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- G. 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*)

- H. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended August 31, 2020. (*Finance Committee*)

6. REGULAR AGENDA:

A. Finance Committee:

1. Receive and approve unaudited financial statements for fiscal year-to-date period ended August 31, 2020. (***ACTION***)

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

B. Health Care Provider Participation Program:

1. Discuss and consider Hospital District's creation of and participation in a Health Care Provider Participation Program ("HCPPP") for District Fiscal Year 2020 (October 1, 2019 - September 30, 2020) ("FY 2020") or Fiscal Year 2021 (October 1, 2020 - September 30, 2021) ("FY 2021"); creation and participation pursuant to Texas Health and Safety Code, Chapter 298C:
- a. Adopt Board of Managers Order relating to creation of and participation in a HCPPP during FY 2020 or FY 2021; participation pursuant to Texas Health and Safety Code, Chapter 298C;
 - b. Adopt rules relating to administration of the HCPPP, including collection of the mandatory payments, expenditures, audits, and any other administrative aspects of the Program for FY 2020 or FY 2021; rules adoption pursuant to Texas Health and Safety Code, §298C.052;
 - c. Establish date, time, and location of public hearing on the amounts of mandatory payments that the Board intends to require under the HCPPP during FY 2020 or FY 2021 and how the revenue derived from the payments will be spent; public hearing required by Texas Health and Safety Code, §298C.101(a);
 - d. Authorize publishing public notice of the public hearing on the intended HCPPP mandatory payments for FY 2020 or FY 2021 in a newspaper of general circulation in District and providing written notice of the hearing to each institutional health care provider located in the District; notice requirements required by Texas Health and Safety Code, §298C.101(b); and

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- e. Designate Frost Bank as the depository for mandatory payment funds collected under the HCPMP during any District Fiscal Year; depository designation

required by Texas Health and Safety Code, §298C.102(a). (*ACTION*)

Motion to table Item B. 1 a. – e. by Mr. Valls and seconded by Dr. Reddy. MOTION CARRIED.

C. Board of Managers Business:

- 1. Adopt Calendar Year 2021 Board of Managers Meeting dates and times. (*ACTION*)

Motion carried by Ms. Flores and seconded by Mr. Dain.
MOTION CARRIED.

- 2. Elect Board of Managers Officers for the term October 1, 2020 - September 30, 2021; annual officer elections pursuant to Board of Managers Bylaws, §2.2.A:
 - a. Chairman; and
 - b. Vice-Chairman. (*ACTION*)

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

- 3. Chairman-Elect to appoint Chairs and members to Standing Committees for term October 1, 2020 - September 30, 2021; appointments pursuant to Board of Managers Bylaws, §2.5.A:
 - a. Finance;
 - b. Planning; and
 - c. Quality Management. (*ACTION*)

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

- 4. Chairman-Elect to establish Special Committees and appoint Chairs and members to the Committees for the term October 1, 2020 - September 30, 2021 as authorized by Board of Managers Bylaws, §2.5.A. (*ACTION AS NEEDED*)

No Action taken.

7. ADMINISTRATOR'S BRIEFING:

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

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 15, 2020**

1. Finance Committee: October 20, 2020, 11:00 AM in Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas; and

2. Board of Managers: October 20, 2020, 12:00 PM in Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas.
(INFORMATION)

B. Public Hearing on FY 2020 or FY 2021 Health Care Provider Participation Program's Mandatory Payment Amounts: Date, time, and location to be announced.
(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 (Consultations with Attorney) and §551.074 (Personnel Matters). 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. Administrator's performance evaluation;
- B. Consultation with attorney on matters relating to Administrator's Employment Agreement;
- C. Consultation with attorney on matters relating to creation of and participation in Health Care Provider Participation Fund; and
- D. Consultation with attorney on matters relating to intergovernmental transfers used for support of Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission.

**Mr. Martinez, Chairman called for
Closed Session at 1:01 p.m.**

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BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 15, 2020**

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

**Mr. Martinez, Chairman called for
Open Session at 2:55 p.m.**

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

(Revised 08/03/2021)

**Ms. Flores motioned and Mr. Dain seconded to approve
Administrator's performance evaluation and the Board
Voted to increase his annual salary to \$225,605.64 effective
October 1, 2020.**

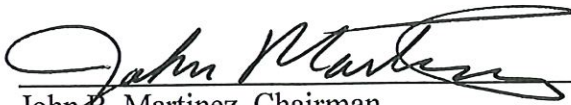
MOTION CARRIED.

10. ADJOURN

**Motion to adjourn by Mr. Martinez. Motion by Ms. Flores
and seconded by Mr. Dain. Meeting adjourned at 2:56 p.m.**

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BOARD OF MANAGERS
REGULAR MEETING
SEPTEMBER 15, 2020

PRESIDING OFFICER:

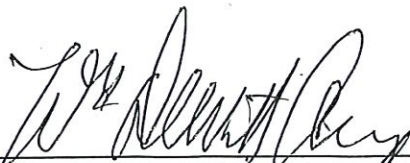


John B. Martinez, Chairman
Nueces County Hospital District

ATTEST:



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



Wm Dewitt Alsup, General Counsel
Nueces County Hospital District

**MINUTES
BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
JUNE 16, 2021**

The Nueces County Hospital District Board of Managers met at 10:00 a.m., Wednesday, June 16, 2021 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
Wm DeWitt Alsup	Attorney, Alsup Law Firm
Mary Esther Guerra	Assistant County Attorney
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Dr. Xavier Gonzales	Director of Mental Health
Becky Rios	Christus Spohn - via Zoom
Mark Hendrix	MHID – via Zoom
Andrea Kovarik	MHID – via Zoom
Eric Baggerman	CEO Amistad CAC – via Zoom
Belinda Hinojosa Persohn	Nueces County Attorney – via Zoom

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

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

**MINUTES
BOARD OF MANAGERS
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JUNE 16, 2021**

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

- A. Call to order – Ms. Sylvia Tryon Oliver.
- B. Establish quorum – Ms. Oliver, Vice – Chairman
A quorum was present with five members in attendance.

**Sylvia Tryon Oliver, Vice – Chairman – PRESENT
Belinda Flores, RN, Member – PRESENT
Vishnu V. Reddy, M.D., Member – PRESENT
Mariana Garza, J.D., Member – PRESENT
Efrain Guerrero, Jr., Member – PRESENT
Daniel W. Dain, Chairman – ABSENT
John E. Valls, M.B.A., 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.

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,

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
JUNE 16, 2021**

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 May 18, 2021.
- B. Approve Legislative Committee Regular Meeting minutes of May 18, 2021.
- C. Receive listing of new vendors as of June 10, 2021; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176.
- D. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2021 year-to-date:
 1. Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;
 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. (*Finance Committee*)
- E. 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

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BOARD OF MANAGERS
REGULAR MEETING
JUNE 16, 2021

year-to-date period-ended May 31, 2021. *(Finance Committee)*

F. 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)*

G. 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 May 31, 2021. *(Finance Committee)*

H. 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. *(Finance Committee)*

Consent Agenda 5. A-H approved by Ms. Flores and seconded by Dr. Reddy. MOTION CARRIED.

I. 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); HHSC-funded Directed Managed Care Payment Programs allow Medicaid managed care organizations to make payments to healthcare providers that support overall Medicaid program goals and objectives; and HHSC-funded Supplemental Payments are made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money; and Phase-Out program to be discontinued by HHSC on October 1, 2021:

1. Directed Payment Programs:

- 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:

- 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 Program:

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

6. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or 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 May 31, 2021. (***ACTION***)

Motion by Dr. Reddy and seconded by Ms. Flores.
MOTION CARRIED.

- 2. Receive and discuss revenue, expense, and fund balance projections for Fiscal Year 2021 (October 1, 2020 - September 30, 2021) and subsequent Fiscal Years. (***INFORMATION***)
- 3. Receive reports relating to Nueces Aid Program enrollment for month-ended May 31, 2021. (***INFORMATION***)
- 4. Discuss and consider action relating to County Healthcare Expenditures for Fiscal Year 2021 (October 1, 2020 - September 30, 2021); authorize additional funding for:
 - a. County Juvenile and Adult Diabetes Program (\$10,000); and
 - b. Mobile Medical Clinic (\$30,000). (***ACTION***)

Motion by Dr. Reddy and seconded by Mr. Guerrero.
MOTION CARRIED.

B. Legislation:

- 1. Receive update on 87th Texas Legislative Session Agenda. (***INFORMATION***)

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C. Indigent Health Care:

1. Discuss Nueces Aid Program's past and current enrollment data, current income eligibility guidelines, effects of federal COVID-19 Pandemic-related financial assistance and unemployment programs on past and current Program eligibility and enrollment, and discuss and consider approval of changes to existing Program

Handbook policies to mitigate the enrollment reduction effects of the Pandemic-related financial assistance and unemployment programs.

(INFORMATION and/or ACTION)

**Motion by Ms. Flores and seconded by Dr. Reddy.
MOTION CARRIED.**

D. Community Mental Health:

1. Receive information from Nueces County's Director of Mental Health Programs on existing and prospective Hospital District-funded and other mental health programs. *(INFORMATION)*

2. Discuss jail diversion program, components thereof, and related matters. *(INFORMATION)*

E. Medicaid 1115 Waiver:

1. Authorize Administrator to submit written public comments supporting extension of the Medicaid 1115 Transformation Waiver to prolong protection of the local and state health care safety net through 2030. *(ACTION)*

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

F. Replacement Medical Examiner's Facility Site:

1. Discuss matters relating to proposed site for replacement medical examiner's facility. *(INFORMATION)*

G. Other Business:

1. Discuss and consider actions relating to in-person attendance of Board of Managers and Board Committee meetings, and adjustment of existing meeting precautions relating to spread of the COVID-19 Coronavirus. *(ACTION)*

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**Motion by Ms. Flores and seconded by Dr. Reddy.
MOTION CARRIED.**

7. ADMINISTRATOR'S BRIEFING:

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

1. Finance Committee: July 20, 2021, 9:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

2. Board of Managers: July 20, 2021, 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:

Ms. Oliver called for close session at 11:15 a.m.

A. Consult with attorneys on matters relating to litigation against opioid drug manufacturers, promoters, and distributors responsible for causing and contributing to an epidemic of opioid addiction in Nueces County, including but not limited to Purdue Pharma, Endo Pharmaceuticals, Janssen Pharmaceuticals, Insys Therapeutics, the McKesson Corporation, Cardinal Health, and AmerisourceBergen for violations of the Deceptive Trade Practices Act, fraud, unjust enrichment, negligence, violations of the federal Controlled Substances Act, civil conspiracy and any other related causes of action, and related matters.

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B. Consult with attorneys on matters related to Hospital District-owned real property.

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

D. Consult with attorneys on matters relating to jail diversion program and components thereof.

E. Consult with attorneys on matters relating to Board of Managers Bylaws.

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 12:18 p.m.

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. Motion by Ms. Flores
and seconded by Mr. Guerrero. Meeting adjourned at 12:18 p.m.**

**MINUTES
BOARD OF MANAGERS
REGULAR MEETING
JUNE 16, 2021**

PRESIDING OFFICER

Sylvia Tryon Oliver, Vice – Chairman
Nueces County Hospital District

ATTEST:

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

Wm Dewitt Alsup, General Counsel
Nueces County Hospital District

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

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
2048	HFMA	P O Box 4237	Carol Stream	IL	60122-4237
2049	Erdmann, Jaime	P O Box 235	Driscoll	TX	78351

Nueces County Hospital District
 County Health Care Department Expenditures
 Cash Disbursements Relating to
 Fiscal Year 2021

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal 2021 YTD	Budget 2021	Balance
<u>Intergovernmental Transfers</u>															
Health Dept - County - IGT	0.00	0.00	0.00	87,089.65	0.00	0.00	0.00	0.00	0.00	764,646.36	0.00	0.00	851,736.01	1,208,100.00	356,363.99
<u>County Healthcare Services</u>															
Health Dept - County	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	60,000.00	693,200.00	633,200.00
Emergency Medical Services	0.00	0.00	0.00	129,440.00	0.00	0.00	125,700.00	0.00	0.00	0.00	0.00	0.00	255,140.00	500,000.00	244,860.00
NC MHID - Fund Matching	0.00	0.00	0.00	242,289.00	0.00	0.00	242,288.00	0.00	0.00	242,288.00	0.00	0.00	726,865.00	969,129.00	242,264.00
NC MHID - Jail Programs	0.00	0.00	0.00	339,211.99	321,462.85	59,390.31	162,766.36	264,012.06	223,651.99	0.00	0.00	0.00	1,370,475.56	4,200,000.00	2,829,524.44
Mental Healthcare Services	0.00	0.00	184,751.00	31,188.00	29,688.00	2,878.72	12,934.92	136,600.34	8,500.00	163.00	0.00	0.00	406,703.98	556,801.00	150,097.02
Juvenile Center - Lab	0.00	650.00	1,275.50	503.50	0.00	781.09	1,057.93	780.00	1,897.50	0.00	0.00	0.00	6,943.52	407,000.00	
Juvenile Center - Doctors	2,743.33	16,958.67	15,824.34	15,795.00	7,886.00	16,142.13	18,179.07	20,180.88	21,219.50	5,103.34	0.00	0.00	140,032.26		
Juvenile Center - Pharmacy	1,665.89	336.26	1,760.09	1,372.25	1,471.07	145.25	3,005.19	2,116.27	1,055.65	0.00	0.00	0.00	12,927.92		
Juvenile Center - Other	573.30	270.00	1,228.62	1,629.99	575.77	90.00	1,563.00	1,281.79	4,661.12	0.00	0.00	0.00	11,873.59		
Subtotal	4,982.52	18,214.93	20,086.55	19,300.74	9,952.84	17,158.47	23,805.19	24,358.94	28,833.77	5,103.34	0.00	0.00	171,777.29	407,000.00	235,222.71
Nueces County Jail Services	292,040.33	292,040.33	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	353,224.55	0.00	0.00	3,409,877.06	5,250,800.00	1,840,922.94
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	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
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
Emergency Svcs/ACS Funding	0.00	0.00	0.00	0.00	26,000.00	32,500.00	115,571.00	9,600.00	0.00	0.00	0.00	0.00	183,671.00	3,000,000.00	2,816,329.00
<u>Professional Fees</u>															
Legal/Consulting/Engineering	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	120,000.00	116,000.00
Totals	301,022.85	310,255.26	558,062.10	892,551.94	758,057.38	727,224.59	952,913.97	686,550.19	684,570.38	1,589,057.24	0.00	0.00	7,440,245.90	17,235,030.00	9,794,784.10

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2021
As if Adjudicated January 1, 2021 through Jun 30, 2021**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	1,617	9,283,002	1,065,973	46,431	1,019,542
ASU	320	7,706,087	503,825	17,750	486,075
Clinic	7,755	4,021,218	1,112,177	55,363	1,056,814
Obs	77	2,475,712	489,941	34,308	455,633
OP	4,245	12,188,420	3,416,403	203,152	3,213,251
Subtotal	14,014	35,674,439	6,588,319	357,004	6,231,315
IP	335	25,370,484	3,583,270	110,256	3,473,014
SNF	(1)	(78,091)	(15,284)	-	(15,284)
RX	55,701	20,665,157	8,437,875	294,084	8,143,792
Physician	10,543	3,993,660	1,152,726	44,549	1,108,177
Total	80,592	85,625,649	19,746,906	805,893	18,941,014

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 2021

Member Revenue % 2.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Bal:	40,213,435.44	40,552,734.71	30,187,465.21	30,518,906.84	28,785,803.93	20,225,130.09	18,977,088.70	19,232,770.15	37,972,660.70	37,378,728.17	17,447,968.72	16,853,594.03	40,213,435.44
<u>Membership Revenue Deposits</u>													
Week 1	1,624,588.95	139,564.97	139,591.37	119,128.41	107,956.46	167,756.24	146,318.27	127,568.23	174,313.65	166,089.94			2,912,876.49
Week 2	130,996.52	112,756.05	145,888.20	121,503.13	143,087.83	225,064.40	144,208.58	145,399.57	172,821.99	132,670.01			1,474,396.28
Week 3	132,319.80	166,248.28	158,045.36	119,189.07	148,250.13	151,924.55	147,560.48	138,959.07	158,337.16	157,095.97			1,477,929.87
Week 4	125,520.11	127,276.13	146,591.03	150,094.50	156,695.85	162,250.00	155,244.76	153,757.37	232,072.52	112,690.82			1,522,193.09
Week 5	125,380.74			154,995.60			175,338.29						455,714.63
Subtotal	2,138,806.12	545,845.43	590,115.96	664,910.71	555,990.27	706,995.19	768,670.38	565,684.24	737,545.32	568,546.74	0.00	0.00	7,843,110.36



CASH AND EQUIVALENTS

7,258,387.42 BLACKROCK TREASURY TRUST 7,258,387.42 370.90

- CASH MANAGEMENT N4

TOTAL CASH AND EQUIVALENTS

7,258,387.42 7,258,387.42 370.90

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	7,260,052.11
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	85.31	0.00
OTHER INCOME	0.00	0.00	0.00
RECEIPTS & DEPOSITS	0.00	0.00	0.00
SALES & DISPOSITIONS	0.00	1,750.00	-1,750.00
INTRA ACCOUNT TRANSFERS	0.00	0.00	0.00
DISTRIBUTIONS & WITHDRAWALS	0.00	-1,750.00	0.00
PURCHASES & ACQUISITIONS	0.00	-85.31	85.31
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	7,258,387.42

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	7,260,052.11
06/01/21	INTEREST PAYMENT PAYABLE 06/01/21		85.31	
	BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4			



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01/JUL/2021 CA NUECES COUNTY HOSPITAL DISTRICT 06/01/2021 thru 06/30/2021



TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
06/01/21	SWEEP PURCHASE 85.31 SHARES TRADE 06/01/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4		-85.31	85.31
06/28/21	FEE PAYMENT TO BANK OF AMERICA N.A. ABA# 026009593 ACCT REF# 187016-8898910 INV PYMNT CHRISTUS SPOHN / NUECES CNTY ESCROW 434372 2765418	-1,750.00		
06/28/21	SWEEP REDEMPTION 1,750 SHARES TRADE 06/28/21 BLACKROCK TREASURY TRUST - CASH MANAGEMENT N4		1,750.00	-1,750.00
	ENDING BALANCE	0.00	0.00	7,258,387.42

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01/JUL/2021 CA NUECES COUNTY HOSPITAL DISTRICT

06/01/2021 thru 06/30/2021



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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 2021

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	0.00	0.00	18,017,693.17	18,223,793.14	16,601,593.29	31,864,161.55	31,814,809.23	31,811,860.31	49,880,925.61	19,214,999.81	4,347,635.26	4,347,635.26	0.00
<u>Deposits</u>													
Christus Spohn		7,137,824.25			7,137,824.25			7,137,824.25					21,413,472.75
CCMC		5,322,796.00			5,322,796.00			5,322,796.00					15,968,388.00
CC Rehab		0.00	206,276.50		206,276.50			206,276.50					618,829.50
Driscoll		4,676,181.50			4,676,181.50			4,676,181.50	4,676,181.50				18,704,726.00
PAM Speciality		231,198.00			231,198.00			231,198.00					693,594.00
PAM Rehab		103,532.25			103,532.25			103,532.25					310,596.75
S. TX Surgical		546,131.50			546,131.50			546,131.50					1,638,394.50
Subtotal	0.00	18,017,663.50	206,276.50	0.00	18,223,940.00	0.00	0.00	18,223,940.00	4,676,181.50	0.00	0.00	0.00	59,348,001.50
Interest		29.67	138.92	128.90	117.65	243.21	235.33	264.99	176.63				1,335.30
Transfers In													0.00
Total Deposits	0.00	18,017,693.17	206,415.42	128.90	18,224,057.65	243.21	235.33	18,224,204.99	4,676,358.13	0.00	0.00	0.00	59,349,336.80
<u>Inter-Governmental Transfers</u>													
UC				(1,621,246.24)	(2,960,356.64)	(48,381.90)		(151,685.75)		(14,864,451.53)			(3,160,424.29)
DSRIP													(16,485,697.77)
CHIRP									(34,982,334.46)				(34,982,334.46)
TIPPS									(355,797.54)				(355,797.54)
DSH													0.00
UHRIP													0.00
Total IGT's	0.00	0.00	0.00	(1,621,246.24)	(2,960,356.64)	(48,381.90)	0.00	(151,685.75)	(35,338,132.00)	(14,864,451.53)	0.00	0.00	(54,984,254.06)
Bank Fees			(315.45)	(1,082.51)	(1,132.75)	(1,213.65)	(3,184.25)	(3,453.94)	(4,151.93)	(2,913.02)			(17,447.48)
Transfers Out													0.00
Ending Balance	0.00	18,017,693.17	18,223,793.14	16,601,593.29	31,864,161.55	31,814,809.23	31,811,860.31	49,880,925.61	19,214,999.81	4,347,635.26	4,347,635.26	4,347,635.26	4,347,635.26

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	355,679,246	390,438,878	188,993,557	54,210,844	96,306,501	15,707,251	356,114	1,101,692,392	53%
Christus Spohn Rural (Alice/Beeville/Kleberg)	45,592,235	147,702,599	0	14,344,148	0	4,060,368	0	211,699,350	10%
Corpus Christi Medical Center	112,142,395	111,789,421	0	46,663,641	0	21,567,161	0	292,162,618	14%
Driscoll Childrens Hospital	289,946,923	15,917,969	0	0	0	68,019,187	479,717	374,363,797	18%
Detar Hospital	24,949,804	47,723,156	0	15,450,175	0	0	0	88,123,135	4%
North Bay General Hospital	0	0	0	509,751	0	0	0	509,751	0%
South Texas Surgical Hospital	0	0	0	881,704	0	0	0	881,704	0%
Corpus Christ Rehab Hospital	0	0	0	274,932	0	0	0	274,932	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	1,330	0%
PAM Rehab Hospital	0	0	0	133,630	0	0	0	133,630	0%
Nueces County Health Dept	19,834,774	0	0	0	0	0	0	19,834,774	1%
TOTALS	848,145,377	713,572,023	188,993,557	132,470,155	96,306,501	109,353,968	835,832	2,089,677,413	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	324,155,298	288,104,702	75,537,042	58,316,090	37,941,125	0	0	784,054,258
Nueces LPPF	16,485,698	3,160,424	0	0	0	34,982,334	355,798	54,984,254
TOTALS	340,640,996	291,265,126	75,537,042	58,316,090	37,941,125	34,982,334	355,798	839,038,512

Nueces County Hospital District
Combined Balance Sheet - All Fund Types & Account Groups
 As of 06/30/2021
 (In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	71,308,130 *	33,669,975	116,294	0	0	105,094,399
Investments	0	22,711,778	0	0	0	22,711,778
Accrued Interest	0	45,950	1	0	0	45,951
Taxes Receivable, Net of Allowance	3,107,165	0	0	0	0	3,107,165
Other Receivables	0	0	0	0	0	0
Due from Other Funds	18,139	0	0	0	0	18,139
Prepaid Expenditures	145,973	0	0	0	0	145,973
Restricted Cash & Cash Equivalents - LPPF	19,215,000	0	0	0	0	19,215,000
Fixed Assets	0	0	0	32,155,570	0	32,155,570
Amt to be Provided for Retirement of LT Debt	0	0	0	0	41,354	41,354
Total Assets	93,794,406	56,427,703	116,295	32,155,570	41,354	182,535,328
Liabilities						
Accounts Payable	2,365,647	0	0	0	0	2,365,647
Accrued Payroll & Related Liabilities	267,081	0	0	0	0	267,081
Intergovernmental Transfer Obligations	19,229,534	0	0	0	0	19,229,534
Due to Other Funds	0	0	18,139	0	0	18,139
Deferred Revenue	3,107,165	0	0	0	0	3,107,165
Long Term Paid Time Off	0	0	0	0	41,354	41,354
Total Liabilities	24,969,426	0	18,139	0	41,354	25,028,919
Fund Equity						
Fund Balance	31,446,252	0	98,156	32,155,570	0	63,699,977
Committed to:						
Intergovernmental Transfers	37,378,728	0	0	0	0	37,378,728
Indigent Care	0	56,426,866	0	0	0	56,426,866
Assigned to County Health Care	0	837	0	0	0	837
Total Fund Equity	68,824,980	56,427,703	98,156	32,155,570	0	157,506,409
Total Liabilities & Fund Equity	93,794,406	56,427,703	116,295	32,155,570	41,354	182,535,328

* General Fund Cash & Equivalents balance includes \$37,378,728 in committed funds.

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
General Fund
From 6/1/2021 Through 6/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Taxes	33,254	35,233,800
Penalties & Interest - Taxes	(27,938)	238,561
Spohn Corporate Member Revenue	737,545	7,274,564
Investment Income	(391)	29,274
Other Income	400	376,286
Total Revenues	742,871	43,152,485
Current Expenditures		
Intergovernmental Transfers	1,331,885	28,902,237
County Healthcare Funding	986,121	7,103,137
Salaries	98,300	867,232
Benefits	45,756	467,721
Legal & Professional Fees	34,043	383,294
Purchased Services	79,899	936,120
Supplies & Materials	1,246	10,941
Rent & Leases	12,373	103,541
Repairs & Maintenance	20	695
Utilities	3,014	26,570
Insurance	1,822	16,227
Administrative & General	8,922	50,834
Capital Outlay	0	33,444
Total Current Expenditures	2,603,402	38,901,992
Excess of Revenues Over Expenditures Before Sources/Uses	(1,860,531)	4,250,493
Other Financing Sources & Uses		
Operating Transfers In	(672,000)	(672,000)
Total Other Financing Sources & Uses	(672,000)	(672,000)
Excess of Revenues Over Expenditures After Sources & Uses	(1,188,531)	4,922,493
Fund Balance, Beginning of Year		63,902,487
FUND BALANCE, END OF YEAR		68,824,980

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 6/1/2021 Through 6/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	9,636	82,182
Tobacco Settlement Proceeds	0	671,991
Total Revenues	9,636	754,173
Excess of Revenues Over Expenditures Before Sources/Uses	9,636	754,173
Other Financing Sources & Uses		
Operating Transfers Out	672,000	672,000
Total Other Financing Sources & Uses	672,000	672,000
Excess of Revenues Over Expenditures After Sources & Uses	(662,364)	82,173
Fund Balance, Beginning of Year		56,345,530
FUND BALANCE, END OF YEAR		56,427,703

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 6/1/2021 Through 6/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	1	9
Total Revenues	1	9
Current Expenditures		
Benefits	4,965	15,644
Administrative & General	48	1,300
Total Current Expenditures	5,013	16,945
Excess of Revenues Over Expenditures Before Sources/Uses	(5,012)	(16,936)
Excess of Revenues Over Expenditures After Sources & Uses	(5,012)	(16,936)
Fund Balance, Beginning of Year		115,092
FUND BALANCE, END OF YEAR		98,156

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 6/1/2021 Through 6/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	33,254	220,150	(186,896)	35,233,800	34,531,245	702,555
Penalties & Interest - Taxes	(27,938)	23,180	(51,118)	238,561	230,472	8,089
Spohn Corporate Member Revenue	737,545	541,667	195,878	7,274,564	4,875,003	2,399,561
Investment Income	(391)	663	(1,054)	29,274	13,470	15,804
Other Income	400	0	400	376,286	120,000	256,286
Total Revenues	<u>742,871</u>	<u>785,660</u>	<u>(42,789)</u>	<u>43,152,485</u>	<u>39,770,190</u>	<u>3,382,295</u>
Current Expenditures						
Intergovernmental Transfers	1,331,885	9,025,388	7,693,503	28,902,237	60,843,111	31,940,874
County Healthcare Funding	986,121	1,044,113	57,992	7,103,137	12,774,614	5,671,477
Salaries	98,300	119,535	21,235	867,232	1,167,102	299,870
Benefits	45,756	55,886	10,130	467,721	535,146	67,425
Legal & Professional Fees	34,043	121,833	87,790	383,294	1,217,005	833,711
Purchased Services	79,899	88,457	8,558	936,120	1,013,022	76,902
Supplies & Materials	1,246	1,750	505	10,941	15,750	4,809
Rent & Leases	12,373	12,209	(164)	103,541	109,881	6,340
Repairs & Maintenance	20	751	731	695	6,759	6,064
Utilities	3,014	4,708	1,694	26,570	47,380	20,810
Insurance	1,822	2,166	344	16,227	19,502	3,275
Administrative & General	8,922	13,999	5,077	50,834	126,013	75,179
Capital Outlay	0	0	0	33,444	127,000	93,556
Extraordinary	0	417	417	0	3,753	3,753
Total Current Expenditures	<u>2,603,402</u>	<u>10,491,212</u>	<u>7,887,810</u>	<u>38,901,992</u>	<u>78,006,038</u>	<u>39,104,046</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(1,860,531)</u>	<u>(9,705,552)</u>	<u>7,845,021</u>	<u>4,250,493</u>	<u>(38,235,848)</u>	<u>42,486,341</u>
Other Financing Sources & Uses						
Operating Transfers In	<u>(672,000)</u>	<u>0</u>	<u>672,000</u>	<u>(672,000)</u>	<u>(550,000)</u>	<u>122,000</u>
Total Other Financing Sources & Uses	<u>(672,000)</u>	<u>0</u>	<u>672,000</u>	<u>(672,000)</u>	<u>(550,000)</u>	<u>122,000</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(1,188,531)</u>	<u>(9,705,552)</u>	<u>8,517,021</u>	<u>4,922,493</u>	<u>(37,685,848)</u>	<u>42,608,341</u>
Fund Balance, Beginning of Year				63,902,487	0	63,902,487
FUND BALANCE, END OF YEAR				<u>68,824,980</u>	<u>(37,685,848)</u>	<u>106,510,828</u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 6/1/2021 Through 6/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	2	0	2	8	0	8
Tobacco Settlement Proceeds	0	0	0	671,991	550,000	121,991
Total Revenues	<u>2</u>	<u>0</u>	<u>2</u>	<u>671,999</u>	<u>550,000</u>	<u>121,999</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>2</u>	<u>0</u>	<u>2</u>	<u>671,999</u>	<u>550,000</u>	<u>121,999</u>
Other Financing Sources & Uses						
Operating Transfers Out	672,000	0	(672,000)	672,000	550,000	(122,000)
Total Other Financing Sources & Uses	<u>672,000</u>	<u>0</u>	<u>(672,000)</u>	<u>672,000</u>	<u>550,000</u>	<u>(122,000)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(671,998)</u>	<u>0</u>	<u>(671,998)</u>	<u>(1)</u>	<u>0</u>	<u>(1)</u>
Fund Balance, Beginning of Year				838	0	838
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 6/1/2021 Through 6/30/2021
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	9,634	7,029	2,605	82,174	63,228	18,946
Total Revenues	9,634	7,029	2,605	82,174	63,228	18,946
Excess of Revenues Over Expenditures Before Sources/Uses	9,634	7,029	2,605	82,174	63,228	18,946
Excess of Revenues Over Expenditures After Sources & Uses	9,634	7,029	2,605	82,174	63,228	18,946
Fund Balance, Beginning of Year				56,344,692	0	56,344,692
FUND BALANCE, END OF YEAR				56,426,866	63,228	56,363,638

**NUECES COUNTY HOSPITAL DISTRICT
 QUARTERLY INVESTMENT REPORT
 April 1, 2021 - June 30, 2021**

Summary Holdings Statistics:

Portfolio/Fund Group	Prior			Current								
	Book Value	Market Value	WAM	WAY	WAM	Book Value	Market Value	Accrued Interest	Interest Earned	% of Portfolio	WAY	WAM
<u>Unrestricted Funds</u>												
General Fund	73,534,353	73,534,353	0.019%	1	1	71,308,130	71,308,130	0	2,202	48.50%	0.013%	1
Indigent Care Fund	56,377,154	56,387,767	0.189%	361	361	56,363,646	56,363,646	45,950	27,382	38.35%	0.172%	361
Tobacco Fund	838	838	0.019%	1	1	837	837	0	8	0.00%	0.013%	1
Trust Fund	117,298	117,298	0.010%	1	1	116,294	116,294	1	3	0.08%	0.010%	1
<u>Restricted Funds</u>												
General Fund - LPPF	31,814,809	31,814,809	0.010%	1	1	19,215,000	19,215,000	0	0	13.07%	0.010%	1
Total	161,844,452	161,855,065	0.076%	126	126	147,016,932	147,003,907	45,951	29,595	100.00%	0.074%	125
Change in Market Value		(14,851,158)	¹									
Quarter Average Yield - NCHD			0.072%									
Quarter Average Yield - 6 Mth T-Bill			0.040%									

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

INVESTMENT OFFICERS:


 JONNY F. HIPPI, ADMINISTRATOR


 BELINDA CHISM, ASSISTANT ADMINISTRATOR


 DONNA LITTLEFIELD, DIRECTOR OF ACCOUNTING & FINANCE

Notes

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

Nueces County Hospital District
Inventory Report - Holdings by Fund
As of: 06/30/2021

Settle Date	Maturity Date	Location	Security	CUSIP	Avg Yield/ Coupon	Purchase Price	PAR	Beginning Book Value 03/31/2021	Beginning Market Value 03/31/2021	Ending Book Value 06/30/2021	Ending Market 06/30/2021	Gain/Loss	Accrued Interest	Yield Y-T-M	Days to Maturity
Indigent Care Fund															
06/30/2021	07/01/2021	TexPool	Investment Pool	#00002	0.013%	5,176,160	5,176,160	4,168,602	4,168,602	5,176,160	5,176,160	0	0	0.013%	1
06/30/2021	07/01/2021	LOGIC	Investment Pool		0.059%	21,756,100	21,756,100	21,752,130	21,752,130	21,756,100	21,756,100	0	0	0.059%	1
06/30/2021	07/01/2021	TexSTAR	Investment Pool		0.010%	6,736,878	6,736,878	7,736,686	7,736,686	6,736,878	6,736,878	0	0	0.010%	1
08/12/2020	08/10/2023	Safekeeping	FNMA - Qrtly Call	3135G05R0	0.300%	3,993,000	4,000,000	3,995,221	4,000,708	3,996,096	3,997,572	1,476	4,667	0.359%	771
08/26/2020	08/25/2023	Safekeeping	FNMA - Qrtly Call	3136G4Y31	0.340%	3,998,800	4,000,000	3,999,515	4,001,264	3,999,815	3,990,248	(9,567)	4,722	0.350%	786
08/28/2020	08/18/2023	Safekeeping	FNMA - Semi-ann Call	3135G05V1	0.360%	4,000,000	4,000,000	4,000,000	4,003,448	4,000,000	4,004,156	4,156	5,280	0.360%	779
09/22/2020	08/15/2022	Safekeeping	Arlington TX GO	041796XH1	0.306%	1,000,000	1,000,000	1,001,970	1,001,410	1,000,000	1,001,410	1,410	1,148	0.306%	411
10/29/2020	02/15/2023	Safekeeping	Mansfield TX ISD	564388RS1	4.000%	1,751,220	1,620,000	1,727,291	1,732,639	1,713,058	1,717,362	4,304	24,300	0.447%	595
12/03/2020	11/30/2023	Safekeeping	FFCB Call Note	3133EMHL9	0.310%	3,996,600	4,000,000	3,997,708	3,995,792	3,998,563	3,993,836	(4,727)	1,033	0.339%	883
03/12/2021	03/12/2024	Safekeeping	FHLB Call Note	3130ALJ70	0.400%	4,000,000	4,000,000	4,000,000	3,994,528	4,000,000	3,989,924	(10,076)	4,800	0.400%	986
05/28/2021	05/28/2024	Safekeeping	FHLB Call Note	3130AMD82	0.500%	0	0	0	0	0	0	0	0	0.500%	0
								56,377,154	56,387,767	56,376,671	56,363,646	(13,025)	45,950	0.172%	324
Tobacco Settlement Fund															
06/30/2021	07/01/2021	TexPool	Investment Pool	#00007	0.013%	837	837	838	838	837	837	0	0	0.013%	1
								838	838	837	837	0	0	0.013%	1
Trust Fund - Employee Health Benefits Trust															
06/30/2021	07/01/2021	Frost Trust	Invesco Stit Treasury	825252406	0.010%	116,294	116,294	117,298	117,298	116,294	116,294	0	1	0.010%	1
								117,298	117,298	116,294	116,294	0	1	0.010%	1
General Fund															
06/30/2021	07/01/2021	Cash on hand	Petty Cash		0.000%	150	150	150	150	150	150	0	0	0.000%	1
06/30/2021	07/01/2021	TexPool	Investment Pool-GF	#00004	0.013%	31,985,788	31,985,788	53,423,544	53,423,544	31,985,788	31,985,788	0	0	0.013%	1
06/30/2021	07/01/2021	TexPool	Investment Pool-MR	#00009	0.013%	37,378,728	37,378,728	18,977,089	18,977,089	37,378,728	37,378,728	0	0	0.013%	1
06/30/2021	07/01/2021	Frost Bank	Checking - Operating	664025679	0.010%	1,941,947	1,941,947	1,132,053	1,132,053	1,941,947	1,941,947	0	0	0.010%	1
06/30/2021	07/01/2021	Frost Bank	Checking - Payroll	664027221	0.010%	1,517	1,517	1,517	1,517	1,517	1,517	0	0	0.010%	1
								73,534,353	73,534,353	71,308,130	71,308,130	0	0	0.013%	1
TOTAL UNRESTRICTED FUNDS															
						127,834,019	127,714,399	130,029,643	130,040,256	127,801,932	127,788,907	(13,025)	45,951	0.083%	144
Restricted Cash - General Fund															
06/30/2021	07/01/2021	Frost Bank	Checking - Nueces LPPF	664043316	0.010%	19,215,000	19,215,000	31,814,809	31,814,809	19,215,000	19,215,000	0	0	0.010%	1
								31,814,809	31,814,809	19,215,000	19,215,000	0	0	0.010%	1
TOTAL PORTFOLIO															
						147,049,019	146,929,399	161,844,452	161,855,065	147,016,932	147,003,907	(13,025)	45,951	0.074%	125
															WAM

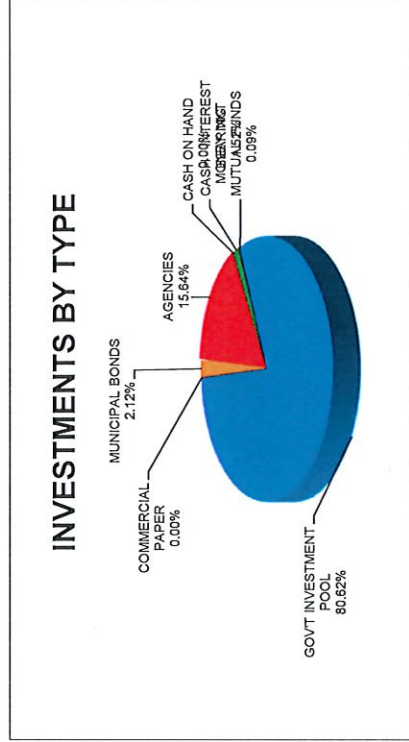
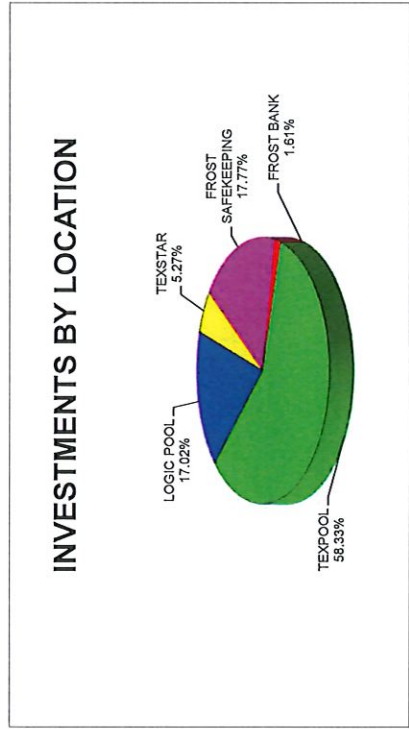
Nueces County Hospital District
Investment Transaction Activity
April 1, 2021 - June 30, 2021

Settle Date	Maturity	Call Date	Type	CUSIP	Coupon	Price	Par	Principal	Acc'd Interest	Total Settlement	Yield to Mat/Call	Broker
Purchases												
05/28/2021	05/28/2024	06/28/2021	FHLB Call Note	3130AMD82	0.500%	100.0000	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.500%	RBC Captl Mkts
							Total Purchases:	3,000,000.00	0.00	3,000,000.00		
Maturities/Calls												
05/28/2021	n/a	06/28/2021	FHLB Call Note	3130AMD82	0.500%	100.0000	3,000,000.00	3,000,000.00	1,250.00	3,001,250.00	0.500%	RBC Captl Mkts
							Total Maturities/Calls:	3,000,000.00	1,250.00	3,001,250.00		

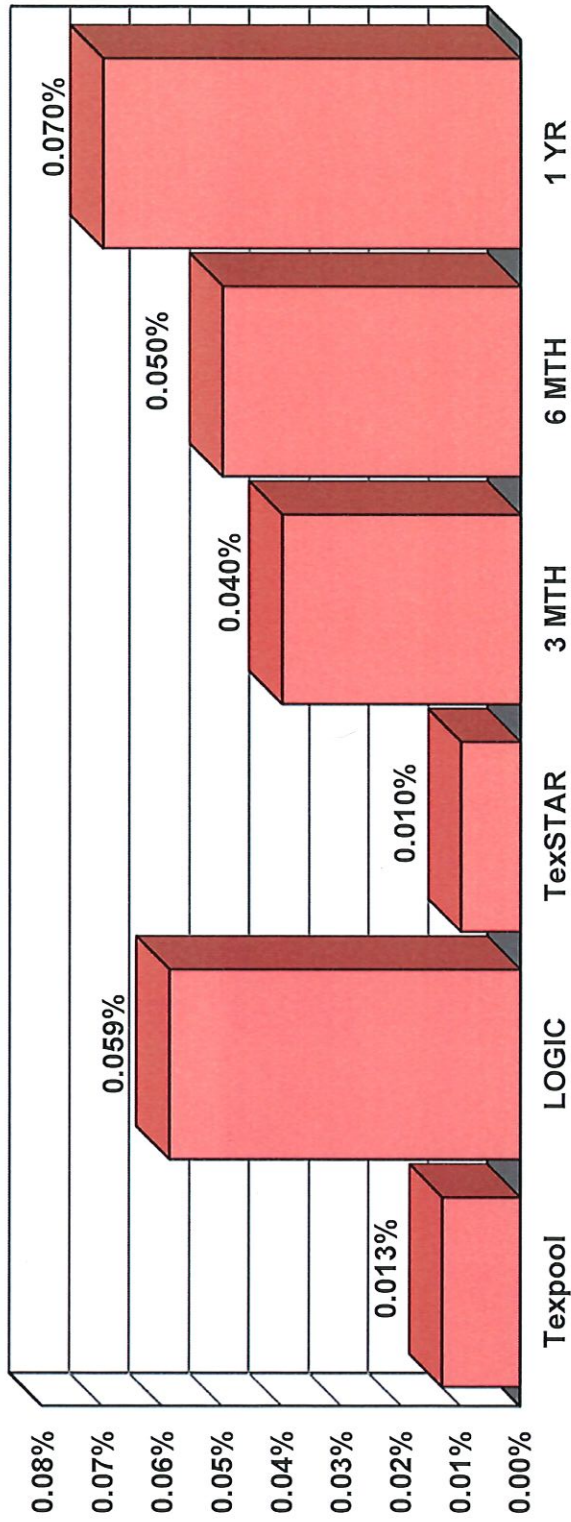
NUECES COUNTY HOSPITAL DISTRICT
 INVESTMENTS SUMMARY BY MARKET SECTOR
 UNRESTRICTED FUNDS
 FY 2021 3RD QUARTER (APRIL 1 - JUNE 30, 2021)

	FROST BANK	TEXPOOL	LOGIC	TEXSTAR	FROST SAFEKEEPING	TOTAL	PERCENT BY TYPE OF INVESTMENT
CASH ON HAND	\$150	\$0	\$0	\$0	\$0	\$150	0.00%
CASH - INTEREST BEARING	\$1,943,464	\$0	\$0	\$0	\$0	\$1,943,464	1.52%
MONEY MKT MUTUAL FUNDS	\$116,294	\$0	\$0	\$0	\$0	\$116,294	0.09%
GOV'T INVESTMENT POOLS	\$0	\$74,541,513	\$21,756,100	\$6,736,878	\$0	\$103,034,491	80.62%
COMMERCIAL PAPER	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
MUNICIPAL BONDS	\$0	\$0	\$0	\$0	\$2,713,058	\$2,713,058	2.12%
TREASURY NOTES AND BONDS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
AGENCIES	\$0	\$0	\$0	\$0	\$19,994,475	\$19,994,475	15.64%
TOTAL INVESTMENTS	\$2,059,908	\$74,541,513	\$21,756,100	\$6,736,878	\$22,707,533	\$127,801,932	100.00%

PERCENT BY HOLDER OF INVESTMENTS	1.61%	58.33%	17.02%	5.27%	17.77%	100.00%
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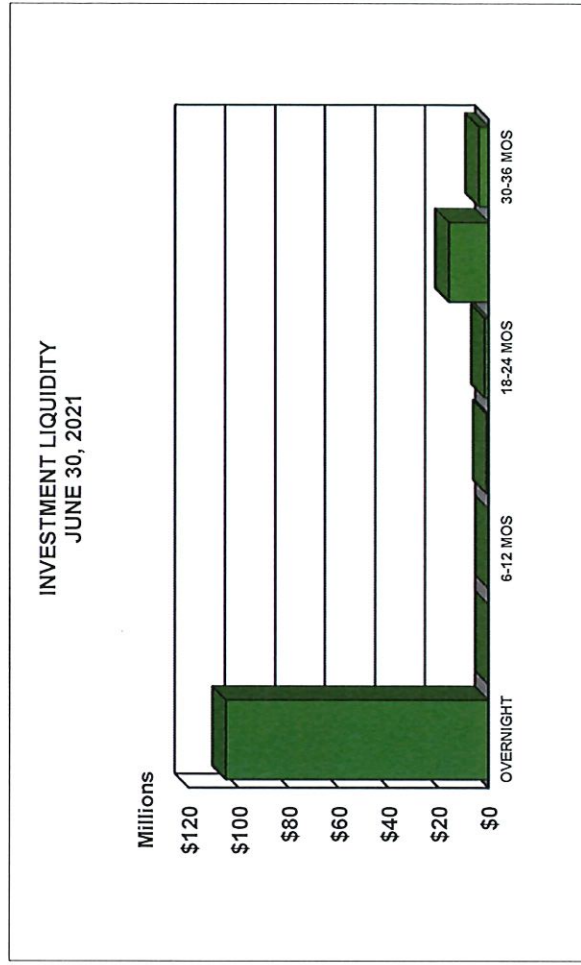


NUECES COUNTY HOSPITAL DISTRICT POOL RATES V. TREASURIES JUNE 30, 2021

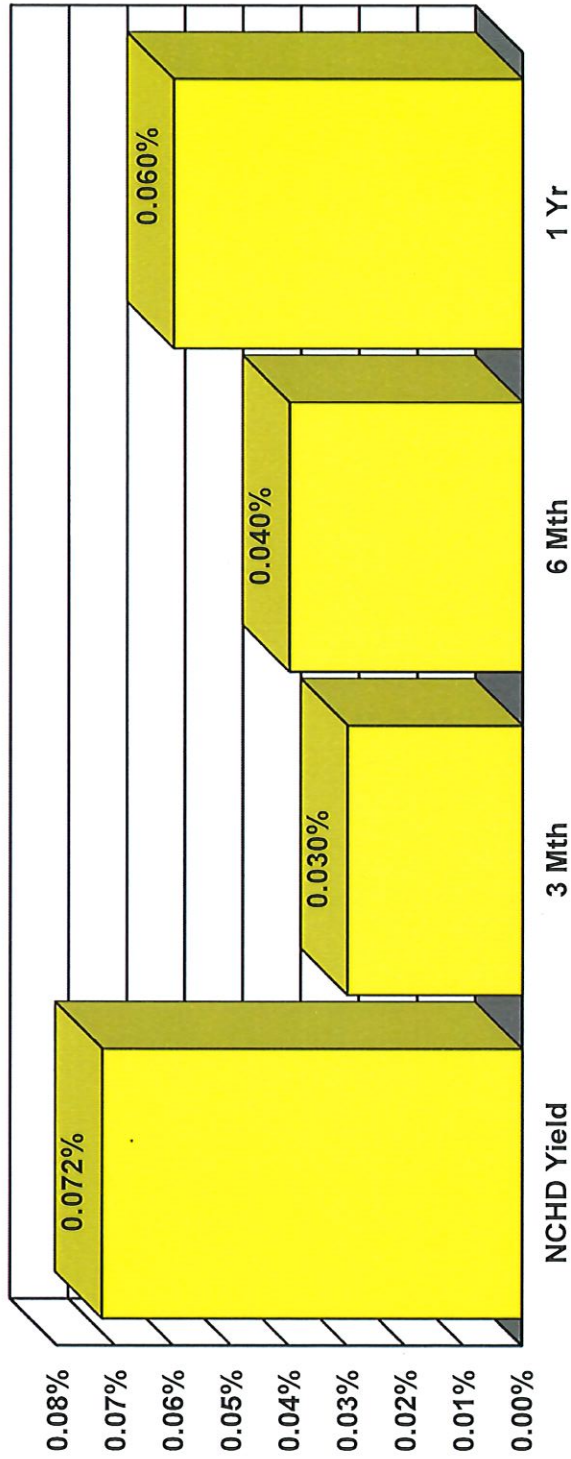


**NUECES COUNTY HOSPITAL DISTRICT
 INVESTMENT SUMMARY BY LIQUIDITY
 UNRESTRICTED FUNDS
 FY 2021 3RD QUARTER (APRIL 1 - JUNE 30, 2021)**

<u>INVESTMENT-YRS TO MATURITY</u>	<u>AMOUNT</u>	
CASH & CASH EQUIVALENTS	\$105,094,399	82.2%
MATURES IN 0-6 MONTHS	\$0	0.0%
MATURES IN 6-12 MONTHS	\$0	0.0%
MATURES IN 12-18 MONTHS	\$1,000,000	0.8%
MATURES IN 18-24 MONTHS	\$1,713,058	1.3%
MATURES IN 24-30 MONTHS	\$15,994,475	12.5%
MATURES IN 30-36 MONTHS	\$4,000,000	3.1%
TOTAL	\$127,801,932	96.9%



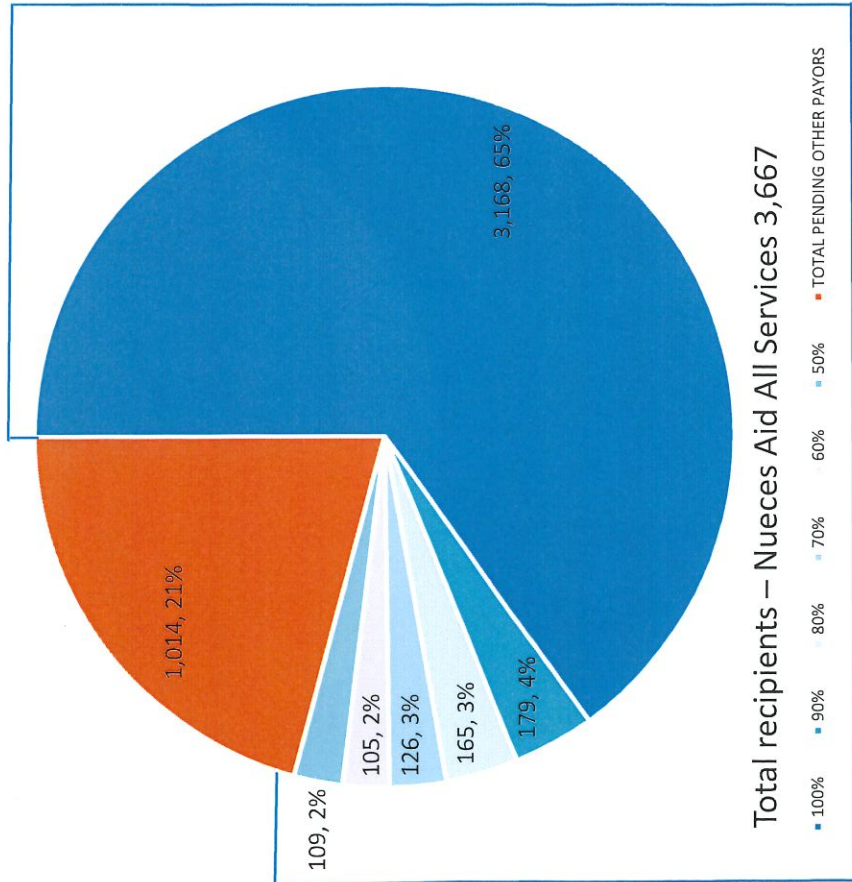
NUECES COUNTY HOSPITAL DISTRICT QUARTERLY BENCHMARK COMPARISON JUNE 30, 2021



June 2021

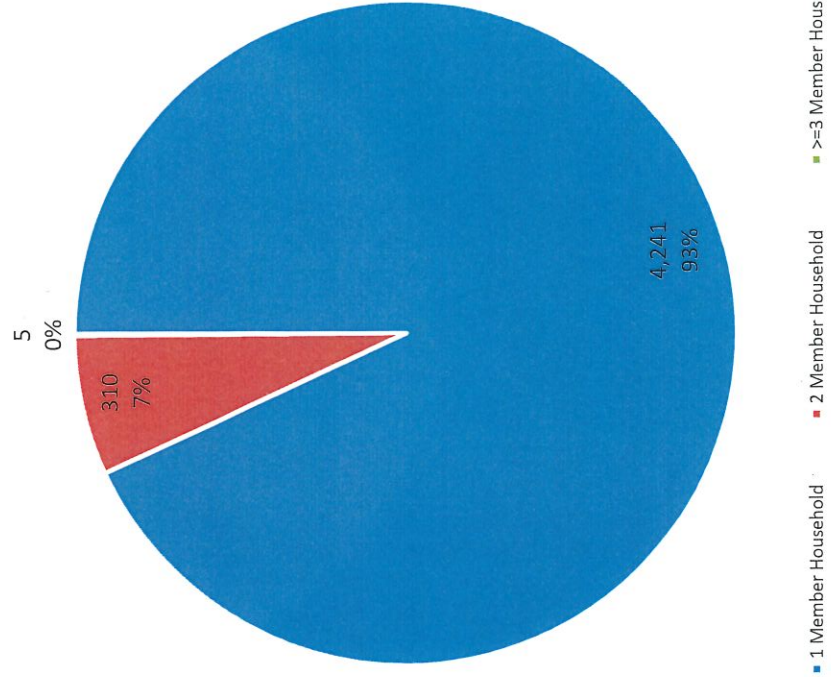
Nueces Aid Program Enrollment

Total Enrolled
4,866



Total recipients – Nueces Aid All Services 3,667

Total Households
4,556

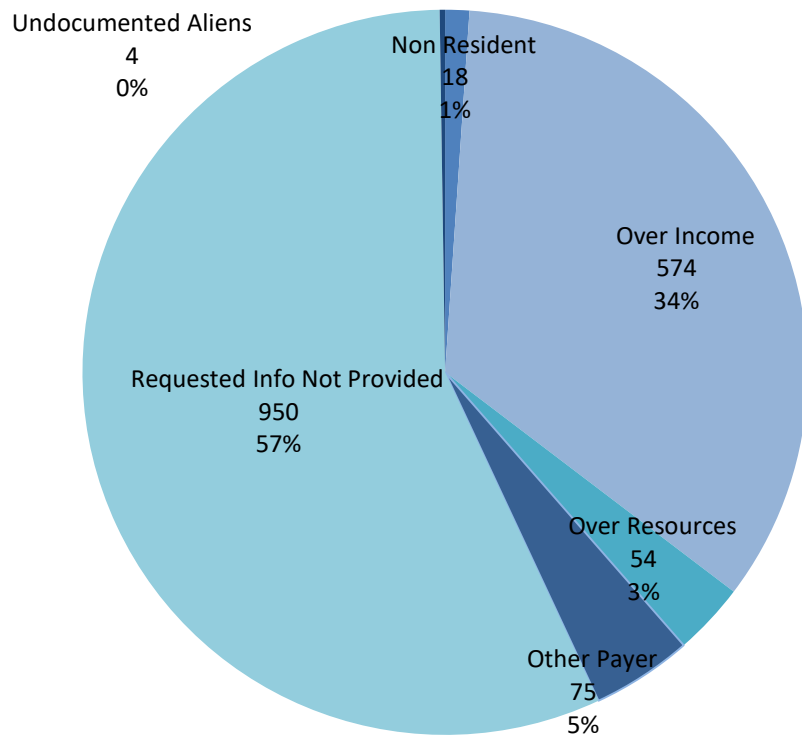


1 Member Household 2 Member Household >=3 Member Household

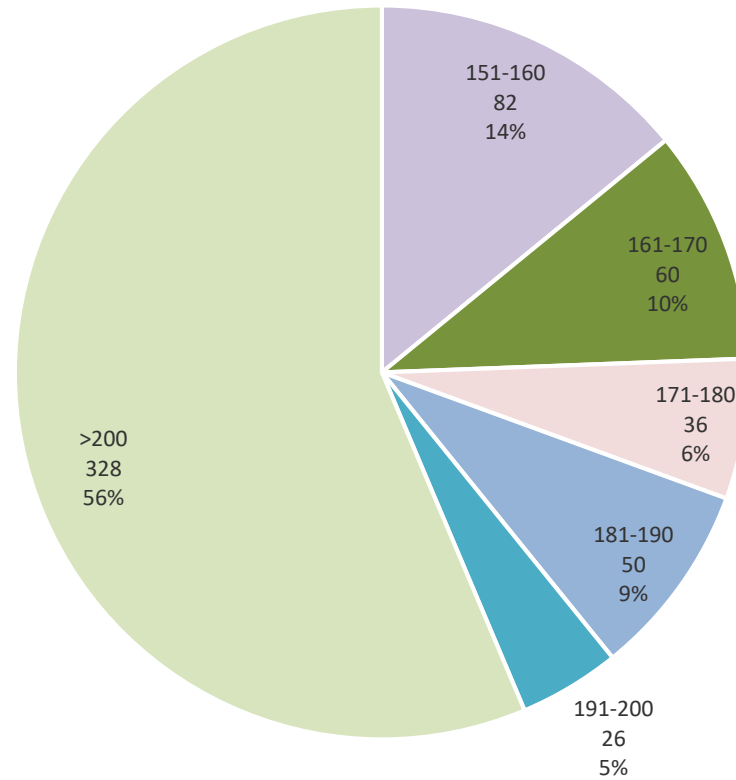
NUECES AID DENIALS

Calendar Year 2021
January-June

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 2021	Comments
TOTAL APPLICATIONS	807	687	1,044	1,083	912	1,019							5,552	
- Approved	534	461	757	748	629	748							3,877	
%	66.2%	67.1%	72.5%	69.1%	69.0%	73.4%							69.8%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	273	226	287	335	283	271							1,675	
%	33.8%	32.9%	27.5%	30.9%	31.0%	26.6%							30.2%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	358	333	514	517	435	521							2,678	
%	67.0%	72.2%	67.9%	69.1%	69.2%	69.7%							69.1%	
90%	21	15	38	27	18	28							147	
%	3.9%	3.3%	5.0%	3.6%	2.9%	3.7%							3.8%	
80%	12	13	32	18	20	27							122	
%	2.2%	2.8%	4.2%	2.4%	3.2%	3.6%							3.1%	
70%	25	15	17	21	19	12							109	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	4.7%	3.3%	2.2%	2.8%	3.0%	1.6%							2.8%	
60%	10	12	26	11	24	12							95	
%	1.9%	2.6%	3.4%	1.5%	3.8%	1.6%							2.5%	
50%	13	10	25	15	17	19							99	
%	2.4%	2.2%	3.3%	2.0%	2.7%	2.5%							2.6%	
TOTAL	439	398	652	609	533	619							3,250	
%	82.2%	86.3%	86.1%	81.4%	84.7%	82.8%							83.8%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	720	389	660	654	554	625							3,602	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	95.7%	91.1%	93.1%	93.2%	88.1%	90.8%							92.2%	
2 Member Household	32	35	49	47	75	60							298	
%	4.3%	8.2%	6.9%	6.7%	11.9%	8.7%							7.6%	
3 or > Member Household	0	3	0	1	0	3							7	Households pending other payors are not included.
%	0.0%	0.7%	0.0%	0.1%	0.0%	0.4%							0.2%	
TOTAL HOUSEHOLDS APPROVED	752	427	709	702	629	688							3,907	

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2021	Comments
NCHD DENIALS - Reasons for Denials														
Non Resident	4	1	4	5	2	2							18	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	1.5%	0.4%	1.4%	1.5%	0.7%	0.7%							1.1%	
Over Income	102	67	126	137	86	56							574	
%	37.4%	29.6%	43.9%	40.9%	30.4%	20.7%							34.3%	
Over Resources	9	6	8	11	14	6							54	
%	3.3%	2.7%	2.8%	3.3%	4.9%	2.2%							3.2%	
Other Payer	18	3	16	13	12	13							75	
%	6.6%	1.3%	5.6%	3.9%	4.2%	4.8%							4.5%	
Requested Info Not Provided	140	149	133	167	168	193							950	
%	51.3%	65.9%	46.3%	49.9%	59.4%	71.2%							56.7%	
Undocumented Aliens	0	0	0	2	1	1							4	Note: UA code eff 08/01/01
%	0.0%	0.0%	0.0%	0.6%	0.4%	0.4%							0.2%	
TOTAL DENIALS	273	226	287	335	283	271							1,675	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	223	180	223	272	232	211							1341	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	89.9%	88.2%	86.8%	89.5%	89.9%	87.2%							88.6%	
2 Member Household	25	22	31	31	25	30							164	
%	10.1%	10.8%	12.1%	10.2%	9.7%	12.4%							10.8%	
3 or > Member Household	0	2	3	1	1	1							8	Households pending other payors are not included.
%	0.0%	1.0%	1.2%	0.3%	0.4%	0.4%							0.5%	
TOTAL HOUSEHOLDS DENIED	248	204	257	304	258	242							1,513	
PENDING APPLICATIONS														
Pending documentation	311	267	323	347	212	145							268	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	13	9	9	23	12	25							25	
SSI-SSID	49	30	46	57	38	44							44	
Other Payor	33	24	50	60	46	60							60	



NUECES COUNTY HOSPITAL DISTRICT

Administrative Offices

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

Phone: (361) 808-3300
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BOARD OF MANAGERS RESOLUTION **AUGUST 3, 2021**

A RESOLUTION RELATING TO ANNUAL REVIEW OF INVESTMENT POLICY AND INVESTMENT STRATEGIES AND REVISION OF POLICY AND STRATEGIES

WHEREAS, the Nueces County Hospital District (the "Hospital District" or "District") is a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code, Chapter 281 (the "Health Code"), and operated in accordance with the Health Code and other applicable laws of the State of Texas, including the Texas Government Code, Chapter 2256 relating to public funds investment (the "Public Funds Investment Act");

WHEREAS, the Hospital District's Board of Managers (the "Board") have been duly appointed pursuant to Health Code, §281.021(a);

WHEREAS, pursuant to collective authorities of Health Code, §281.047 and §281.048, the Board is the Hospital District's governing body and the Board has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the Hospital District;

WHEREAS, the Board desires to comply with annual requirements of the Public Funds Investment Act and Act, §2256.005(e), requires the Board to review, not less than annually, the District's investment policy and investment strategies, adopt a written instrument stating that they have reviewed the policy and strategies, and record therein any changes made to the policy and the strategies;

WHEREAS, the Board: (i) adopted the original form of the Hospital District's investment policy and investment strategies on March 31, 1998; (ii) previously amended portions of the policy and/or strategies on July 7, 1998; September 8, 1998; April 24, 2001; April 7, 2009; July 26, 2011, July 23, 2013, June 6, 2019, and July 21, 2020; (iii) has not amended the policy and/or strategies since July 21, 2020; and (iv) hereby amends the policy and/or strategies to be effective September 1,

NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS RESOLUTION
AUGUST 3, 2021
ANNUAL REVIEW OF INVESTMENT POLICY & INVESTMENT
STRATEGIES & ADOPTION OF REVISIONS

2021 as shown in Exhibit "A."

WHEREAS, in accordance with Public Funds Investment Act, §2256.005(e), the Board hereby desires to: (i) review the current District's investment policy and investment strategies; and (ii) revise the District's current investment policy and investment strategies as shown in the comparison document attached hereto and identified as Exhibit "A" and adopt the unaltered, revised, and relocated text shown therein as the District's investment policy and investment strategies to supersede and replace the current policy and strategies effective September 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board has reviewed the Hospital District's current investment policy and investment strategies.
2. The Board hereby adopts the revised investment policy and investment strategies attached hereto and identified as Exhibit "A" to supersede and replace the current policy and strategies effective September 1, 2021.
3. The Board hereby adopts this Resolution to affirm the preceding Resolves as required by Public Funds Investment Act, §2256.005(e).
4. The Administrator shall be and is expressly authorized and directed to do and perform all acts, and to execute all instruments and other related documents, whether or not herein cited, as required to carry out the intent, terms, and provisions of this Resolution, such execution to be conclusively evidenced by the performance of such acts.
5. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the District.
6. This Resolution shall take effect and be in full force and effect upon and after its passage.
7. The Board retains its right to amend or repeal this Resolution at any time.
8. The Board retains its right to amend or repeal this Resolution at any time.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, RN
Member

Vishnu V. Reddy, M.D.
Member

John E. Valls
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

Exhibit "A"

NUECES COUNTY HOSPITAL DISTRICT

REVISED INVESTMENT POLICY AND INVESTMENT STRATEGIES
(COMPARISON TO PRIOR VERSION)

Original Adoption: March 31, 1998

Amended: July 7, 1998

Amended: September 8, 1998

Amended: April 24, 2001

Amended: April 7, 2009

Amended: July 26, 2011

Amended: July 23, 2013

Amended: June 6, 2019

Last Amended: July 21, 2020

Amended via this Resolution: August 3, 2021



NUECES COUNTY HOSPITAL DISTRICT

INVESTMENT STRATEGY & INVESTMENT POLICY

EFFECTIVE ~~AUGUST~~SEPTEMBER 1, ~~2020~~2021

Administrative Offices

555 North Carancahua St., Suite 950
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PREFACE

The Nueces County Hospital District (the "Hospital District" or "District") is a political subdivision of the State of Texas, established and created in 1968 pursuant to Article IX, Section 4 of the Texas Constitution, and operated in accordance with Chapter 281, Texas Health and Safety Code and other applicable state laws, including Chapter 2256, Texas Government Code, the Public Funds Investment Act (the "Act") and Texas Government Code 2257, the Public Funds Collateral Act.

The Hospital District recognizes effective cash management is essential to good fiscal management. The District will pursue an active cash management and investment policy to take advantage of investment interest as a viable and material contribution to the revenues of the District. The District's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state law.

POLICY

It is the policy of the Hospital District that after allowing for the anticipated cash flow requirements of the District and giving due consideration to the safety and risk of investments, the District shall manage and invest its idle cash with these objectives which are listed in order of priority: safety of principal, liquidity of principal, investment diversification, yield, and public trust. The safety of the principal invested and liquidity always remain the primary objectives. The District shall design and manage all investments in a manner that is advantageous to the District, responsive to the public trust, and consistent with applicable law.

All investments made by the Hospital District shall comply with the Act and all federal, state, and local statutes, rules or regulations.

PURPOSE

The purpose of this Investment Policy is to set forth specific investment policy and strategy guidelines for the Hospital District. This Policy also serves to satisfy requirements of the Act, which requires public entities such as the District, to define, adopt, and review a formal investment strategy and policy regarding its funds and the funds under its control.

ADOPTION & REVIEW

The Hospital District's Board of Managers (the "Board"), based on advice and counsel from the Investment Committee and the Administrator, shall review and adopt by resolution, its investment strategies and policy not less than annually. Adopting resolutions shall include a record of changes made to either the investment policy or strategy.

INVESTMENT STRATEGY

The Hospital District maintains a comprehensive, conservative and proactive cash management program designed to monitor and control all District funds to ensure maximum use and reasonable market yield. The basic and underlying strategy of this program is that all of the District funds earn continuously. The District shall maintain a flexible investment design and be prepared to modify the investment strategy as market conditions dictate. The investment strategies described herein are based on the District's conservative philosophy and predicated on repetitive cash flow conditions. As such, the market strategies supporting these overall strategies are subject to change as conditions warrant.

The Hospital District shall manage and invest its funds with these objectives, listed in order of priority: safety of principal, liquidity of principal, investment diversification, yield, and public trust. The safety of the principal invested and liquidity always remain the primary objectives. The District shall design and manage all investments in a manner that are favorable to the District, responsive to the public trust, and consistent with applicable law.

Within these investment objectives, the investment strategy is to utilize Investment Policy authorized investments to gain maximum advantage for the Hospital District.

- In accordance with the District's intermediate and long-term plans and strategies, the District will maintain one combined portfolio. At least annually, the District's Investment Committee will evaluate the usefulness of this approach as compared to the District's current and future asset use needs as well as contemporaneous market conditions and trends. The principal investment strategies for this aggregate portfolio are to assure that the District's cash assets are safe and that anticipated cash needs of the District are matched with sufficient liquidity.
- 1. To assure safety, the District shall utilize only high-credit quality securities such as U.S. government and agency issues and other securities that assure the return of principal when held to maturity. Additionally, the District shall qualify and monitor financial institutions and brokers/dealers with whom the District transacts business. Compliance with this Policy is to assure safety. As a guideline, at least 33% of the District's investments shall be U.S. government or agency issued securities. The District will not invest in securities maturing more than 3 years from the date of purchase.

The District shall limit its acquisition of securities to those that are commonly traded by governmental entities and have proven resale markets. The District shall select brokers/dealers that regularly deal with governmental entities.

- 2. To assure liquidity, the District shall ensure that a minimum of 10% of its portfolio is invested in securities which mature or could be liquidated (without penalty) within 60-90 days. The District will utilize local government pools and money market funds or interest bearing depository accounts to achieve needed liquidity. The maximum

dollar weighted average maturity (“WAM”) of the District's portfolio will be ~~6 months~~one year or less, calculated on the stated final maturity date of each security. The District shall match its periods of high cash consumption with matching amounts of liquidating securities when tax revenues are not adequate. Similarly, the District will strive to assure that its cash outlays are paid in a timely fashion by coordinating the establishment of maturity dates of various securities to cover periodic annual outlay needs not fully covered by then available tax revenues. Additional liquidity will be made available to cover the debt service payments on the required payment dates if needed.

3. To assure diversification and to avoid incurring unreasonable risks from over concentration of investments in a specific maturity, a specific issue, or a specific class or type of securities, the District shall maintain a diversified portfolio. The District will diversify so that potential losses on individual securities do not exceed the investment income generated from the remainder of the portfolio, taking into account current and projected yields and other market considerations.

Diversification will be served by the District matching the District’s annual business plan and projected strategic plan to its investment plan. Diversification will be served by competitive bidding and monitoring of all authorized market sectors for value. The District shall concurrently monitor the progress of the operating and investment plans. The District shall select a number of brokers/dealers that regularly deal with governmental entities and are familiar with their business cycles and ongoing business strategies as well as to provide competition.

4. To assure yield and risks stay within safe limits, the District shall structure its portfolio to meet or exceed the risk benchmark. The District shall pursue an overall average benchmark yield on the six-month U.S. Treasury Bill which is comparable to the District's average WAM, and consistent with the investments authorized as well as limitations in this Investment Policy.
- To increase earnings for assets identified as available for investment over longer periods (based on a long-range cash ~~requirements~~requirement projection) the Hospital District will consider the following additional strategies:
 1. Evaluating longer term investment opportunities.
 2. Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer term investable funds. The benefits of this ladder approach include:
 - It is straightforward and easily matched to cash needs.
 - It will require a minimum of time and investment expertise to administer.

- It represents a safe option to meet cash needs.
 - All investments remain within the approved maturity horizon.
 - It will assure the District that it will capture the most reasonable section of the yield curve at the time of purchase.
 - It provides predictable cash flow with scheduled maturities and reinvestment.
3. Utilizing the services of a reputable and respected independent, third-party SEC-registered investment advisor to assist the District in preparing a plan to achieve a higher yield on the assets available for longer term investment.
- The Hospital District’s investment strategy for handling investments that are not presently statutorily authorized but were so authorized at the time of their purchase; or were previously purchased and exceed the maximum allowable maturity stated under this Investment Policy, shall have as its primary objective that the District will liquidate such investments if it is prudent to do so under the District’s investment objectives, but only when so authorized by the Investment Committee created under this Investment Policy. Upon liquidation, such funds shall be reinvested in a manner consistent with this Investment Policy.

If an existing investment that requires a minimum rating under this Investment Policy loses that required rating the District shall undertake all prudent measures that are consistent with this Investment Policy to liquidate an investment in a timely manner.

- Unless otherwise directed by the Investment Committee or Board, interest earnings received from investments of Hospital District funds shall be allocated back to the appropriate fund, unless indicated otherwise by generally accepted accounting principles or law.

INVESTMENT POLICY

I. SCOPE

This Investment Policy shall govern all cash and investment assets of the Hospital District. This Policy also governs all of the District's trust and escrow agreements and other similarly functioning agreements. Similarly, this Policy governs the District's depository agreement with its depository financial institution as it relates to collateral and collateral investment requirements. This Policy does not apply to funds the District maintains or administers under a deferred compensation plan, the federal income tax treatment of which is governed by Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Sections 401(k) and 457).

II. INVESTMENT OBJECTIVES

The Hospital District shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment according to invoice terms, and prudent investment of available cash. Cash management is the process of managing monies to insure cash availability and maximum yield on short-term investment of pooled cash.

It is the intent of the Hospital District that after allowing for the anticipated cash flow requirements of the District and giving due consideration to the safety and risk of investments, all available funds shall be fully invested in conformance with this Investment Policy and at the highest reasonable rates obtainable at the time of investment within the limits of this policy.

The Hospital District shall manage and invest in accordance with these objectives, listed in order of priority: safety of principal, liquidity of principal, investment diversification, yield, and public trust. The safety of the principal invested and liquidity always remains the primary objectives. All investments shall be designed and managed in a manner favorable to the District, responsive to the public trust, and consistent with applicable law.

A. SAFETY OF PRINCIPAL

Safety of principal invested is the primary objective in investment decisions of the Hospital District. Each investment transaction shall seek to ensure the preservation of capital. The District shall control investing risk by utilizing high credit quality securities and through portfolio diversification.

B. MAINTENANCE OF ADEQUATE LIQUIDITY

The investment portfolio shall be managed to maintain adequate liquidity to ensure that funds will be available to meet cash flow requirements that might be reasonably anticipated and by investing in securities with active secondary markets. A security may be liquidated to meet unanticipated cash requirements or otherwise to favorably

adjust the Hospital District's investment portfolio.

The Hospital District will match its investments with anticipated cash flow requirements in a laddered strategy by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. Recognizing that not all funds are needed for cash flow purposes, cash may be invested to longer maturities to best utilize the funds.

C. INVESTMENT DIVERSIFICATION

The Hospital District shall diversify its investments to spread market and credit risk. The District will invest in a planned mix of investments, maturities, and/or investment categories to reduce credit and market risk.

D. YIELD

The Hospital District's cash management portfolio shall be designed with the objective of regularly exceeding the average yield on the six-month U.S. Treasury Bill which compares to the District's average WAM. The investment program shall seek to augment earnings above this threshold consistent with risk limitations identified herein and prudent investment policies.

E. PUBLIC TRUST

All participants in the Hospital District's investment program shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the District's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

A. DELEGATION OF AUTHORITY FOR PROGRAM MANAGEMENT

Overall management responsibility for the Hospital District's investment program is hereby delegated to the Administrator who shall be responsible for all operations of the District's investment program and transactions undertaken. The Administrator and other employees shall be designated Investment Officers in accordance with the Act. Investment Officers are designated by resolution of the Board.

B. PRUDENCE

The standard of prudence to be applied by the Hospital District's investment officers shall be the "prudent person" rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds, or funds under the Hospital District's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment, and (2) whether the investment decision was consistent with the written investment policy of the District. The investment officers acting according to written policies and procedures and exercising due diligence, shall not be held personally liable for a specific security's credit risk or market price changes, if these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

For purposes of this Investment Policy, "investment officer" means all Hospital District employees designated by Board resolution and involved in investment activities. All employees involved in investment transactions will be bonded. The District shall bear the cost of such bonding.

C. ETHICAL STANDARDS AND CONFLICTS OF INTEREST

All Hospital District investment officers having a direct or indirect role in the investment of Hospital District funds shall act as custodians of the public trust avoiding any transaction that might involve a conflict of interest, the appearance of a conflict of interest, or any activity that might otherwise discourage public confidence. All persons involved in the District's investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

District staff shall disclose to the Administrator, or in the case of the Administrator, the Investment Committee and Board, any material financial interests in financial institutions, with dealers, brokers, or investment pools, collectively referred to "business entities," that conduct business with the District and they shall further disclose positions that could be related to the performance of the District's portfolio. District staff shall subordinate their personal financial transactions to those of the District, particularly with regard to timing of purchases and sales.

In accordance with the Act (§2256.005(i)), “an investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the Hospital District shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the District shall file a statement disclosing that relationship. Such statement must be filed with the District’s Investment Committee and Board.

In accordance with the Act, an investment officer must disclose to the Texas Ethics Commission if he has a personal business relationship with a business organization in which: (1) the investment officer owns 10% or more of the voting stock or shares of the business entity or owns \$5,000 or more of the fair market value of the business organization; or (2) funds received by the investment officer from the business entity exceed 10% of the investment officer’s gross income for the previous year; or (3) the investment officer has acquired from the business entity during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer”. (Attachment “[B](#)”)

D. INVESTMENT COMMITTEE

There is hereby created by the Board an Investment Committee, consisting of all members of the Board of Manager’s Finance Committee, the Hospital District’s Administrator, and primary and secondary investment officers. The Chairman of the Finance Committee shall be Chairman of the Investment Committee. Those Committee members who are District employees shall be ex officio members of the Committee. All members of the Investment Committee should have an understanding of the suitability of the District’s investment instruments as they relate to the financial, cash flow and long-term debt requirements of the District. The Investment Committee shall meet at least quarterly, usually in conjunction with Finance Committee meetings, to monitor the investment plan, set general strategies, and to review results. The Investment Committee shall include in its deliberations such topics as: performance reports, economic outlook, portfolio diversification, portfolio structure, potential risk to and opportunities for the District’s funds, authorized financial institutions, brokers/dealers, investment pools, and the overall target yield on the investment portfolio. The Administrator shall prepare an agenda for all Investment Committee meetings. The Administrative Assistant shall maintain minutes of such meetings. The Investment Committee shall operate according to the terms and conditions of the Board’s Bylaws. Either the Committee’s Chairman or the Administrator may request special meetings. A majority of the non-employee members shall form a quorum. The Committee shall establish its own rules of procedure if not so provided by the Board’s Bylaws.

E. DELEGATION OF AUTHORITY TO ACT AS INVESTMENT OFFICERS

Authority to act as an investment officer in the Hospital District's investment program is derived solely by resolution of the District's Board. Only persons authorized by Board resolution may deposit, withdraw, transfer, or manage in any other manner, the cash and investment assets of the District. Such persons shall manage the District's funds according to this Investment Policy. Such authority is effective until rescinded by the Board or until termination of employment. The Board may appoint one or more investment officers. When more than one investment officer is appointed the Board shall designate one primary investment officer and the remainder shall be secondary investment officer(s). In the absence or unavailability of the primary investment officer, the secondary investment officers are responsible for investment decisions and activities.

F. TRAINING

Within one year of becoming or assuming their duties, investment officers shall receive not less than 10 hours of instruction relating to investment responsibilities under the Act from an independent source approved by Board resolution. After that, the investment officers shall attend 10 hours of investment training not less than once in each succeeding two-year period that begins on the first day of the Hospital District's fiscal year and consists of the two consecutive fiscal years after that date, and instruction shall relate to investment responsibilities under the Act. Such training shall at least include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

The Board shall from time-to-time, approve by resolution investment training courses applicable to this paragraph. The Hospital District shall bear the costs of such training.

G. INTERNAL CONTROLS

The Administrator shall establish a system of internal controls to regulate the activities of all investment officers. This system of controls shall be designed to provide reasonable assurance that the assets of the Hospital District are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Additionally, the Administrator shall assure that written procedures are established for the operation of the investment program, consistent with this Investment Policy. Such procedures shall explicitly address delegation of authority to persons responsible for investment transactions. No persons may engage in an investment transaction except as provided under the terms of this Investment Policy and the

internal control procedures established by the Administrator. In addition, the internal controls shall at least address the following points:

1. Control of collusion;
2. Separation of transaction authority from accounting and record keeping;
3. Custodial safekeeping;
4. Clear delegation of authority to subordinate staff members;
5. Written confirmation for all transactions for investments and wire transfers;
and
6. Maintenance of a log detailing all investment bids solicited and purchases by investment officers.

The investment officer(s) shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the investment officer(s) shall notify the ~~investment committee~~Investment Committee of the loss of rating, conditions affecting the rating and possible loss of principal along with liquidation options available,

The investment officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the District based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD which is above the FDIC insurance level.

H. COMPLIANCE AUDIT

The Administrator shall assure that an internal controls compliance audit is performed in conjunction with the Hospital District's annual independent financial audit. Such compliance audit shall at least focus on management controls, adherence to this Investment Policy, and compliance with applicable laws. The results of this compliance audit shall be incorporated into the independent auditor's annual report to the Board.

If the Hospital District invests in other than money market mutual funds, investment pools or CDs the quarterly reports associated with those activities shall be formally reviewed, at least annually, by an independent auditor and the results of the review shall be reported to the Board by the independent auditor. This shall be done in

conjunction with the independent auditor's annual report to the Board.

I. MANAGEMENT REPORTS

At least monthly, the investment officers shall jointly compile a written report for the Administrator and other management's use in monitoring the Hospital District's investment program. The report must:

1. Contain a detailed description of each investment position of the District on the date of the report.
2. Be prepared jointly and signed by all District investment officers.
3. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled funds group that states:
 - a. Beginning market value for the reporting period.
 - b. Additions and changes to the market value during the period.
 - c. Ending market value for the period.
 - d. Fully accrued interest and total earnings (net amortization/accretion) for the reporting period.
4. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
5. State the maturity date of each separately invested asset that has a maturity date. (Liquid investments have a one-day maturity date.)
6. State the account or fund or pooled group fund in the District for which each individual investment was acquired, if applicable.
7. State the compliance of the investment portfolio of the District as it relates to the District's Investment Policy and relevant provisions of law.

Market prices will be obtained from independent financial sources such as the Wall Street Journal for reporting purposes.

In addition to the above, but not less than quarterly, the Administrator and investment officers shall collectively prepare and submit to the Board an additional written report of investment transactions for the portfolio. The report shall be based on the

District's fiscal year quarters and shall be presented to the Board within a reasonable time after the end of such periods. The report shall cover element's 1 -7 above.

IV. INVESTMENT PORTFOLIO

A. AUTHORIZED AND ACCEPTABLE INVESTMENTS

Only the following investments are authorized for investment by the Hospital District:

1. Obligations of the United States, its agencies and instrumentalities and full faith and credit obligations of the U.S. Government, excluding all mortgage backed securities with a maximum maturity of three years.
2. Direct obligations of the State of Texas or its agencies or instrumentalities; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit, of the United States; Obligations of the State of Texas, or their respective agencies and instrumentalities; obligations of the states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
3. Depository certificates of deposit issued by a state or national bank doing business in Texas that are:
 - a. guaranteed or insured by the FDIC or its successor; and
 - b. secured by obligations defined by this Policy; and
 - c. ~~are~~ collateralized to 102% of District deposits, which collateral is held by an independent third party custodian approved by the District.

Depository certificate of deposit spread programs entered into through a Texas bank are authorized under this provision.

4. FDIC-insured brokered CDs purchased from a broker on the District list or a bank in Texas, delivered versus payment to the District's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (on ~~www.2fdic.gov/idasp/main_bankfind.asp~~www.FDIC.gov or equivalent) to assure that the bank is FDIC-insured.
5. Fully collateralized repurchase agreements that have a defined termination date not to exceed one year, are secured by obligations of the United States or its agencies and instrumentalities, are cleared delivery versus payment and

held in the District's name by a custodian approved by the District, and placed through a primary governmental securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

Reverse repurchase agreements not to exceed 90 days. Funds received under the terms of a reverse repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse repurchase agreement.

6. Commercial paper that has a stated maturity of 270 days or less from the date of purchase and is dual rated A1-1 or P-1 or equivalent by at least two nationally recognized credit rating agencies.
7. AAA-rated, no-load money market mutual funds that:
 - a. are registered with and regulated by the Securities and Exchange Commission;
 - b. has a dollar-weighted average stated maturity of 60 days or fewer; and
 - c. includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.
8. Texas public funds investment pools which strive to maintain a \$1 net asset value and meet the requirements of the Act, if the Board authorizes the investment in the pool by resolution.
9. Fully insured or collateralized interest bearing accounts in any Texas bank to include spread demand deposit programs entered into through a Texas bank.

All investments must comply with all policy, federal, state, and local statutes, rules or regulations.

All security transactions will be made on a competitive bidding basis and all transactions will be settled into the District's custodian on a delivery versus payment basis.

B. UNAUTHORIZED INVESTMENTS

State law specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal.

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

C. MAXIMUM MATURITIES

The longer the maturity of investments becomes, the greater their risk and price volatility but also the greater the yield normally. Accordingly, it is the Hospital District's policy to invest in a ladder structure to approximate investments to cash flow needs and provide for adequate liquidity. In periods of declining interest rates the portfolio may be extended to lock in rates. In periods of rising interest rates the portfolio may be kept more liquid. The District will not directly invest in individual securities maturing more than 3 years from the date of purchase. Collateral provided for certain investments, however, may be collateralized using longer date instruments. The WAM of the portfolio will not exceed ~~180 days~~ one year.

D. AUTHORIZED DEPOSITORY FINANCIAL INSTITUTION, BROKER/DEALERS AND INVESTMENT POOLS

Conditioned on formal approval by the Investment Committee and satisfactory compliance with this Investment Policy (including applicable laws), a depository financial institution and brokers/dealers of government securities are hereby authorized under this Investment Policy. Investment pools are additionally authorized when approved by resolution of the Board.

1. DEPOSITORY FINANCIAL INSTITUTION

The depository financial institution selected by the Hospital District at least every four years shall be used for initial placement of District's demand deposits and as a source for placement of time deposits (CDs) pursuant to the requirements set forth in this Investment Policy. Such institution shall be a bank doing business in the State of Texas.

The Hospital District shall select one depository financial institution no less than every four years on a competitive basis pursuant to Texas Health and Safety Code, §281.093(a)(1) and pursuant to the selection process set forth in Texas Local Government Code, Chapter 116. The banking services depository will not be used as a broker for security purchases in order to perfect the delivery versus payment settlement on all transactions.

Hospital District investment officers may not place time or demand deposits requiring collateral with any financial institution that does not have a valid depository agreement with the District. However, investment officers may place time deposits (CDs) with financial institutions, other than the depository financial institution, provided they have been approved by the Investment Committee and are located in the State and, if above FDIC insurance limits, has an executed depository/collateral agreement with the District. All collateral agreements will be in writing and must be approved by the Bank Board or Loan Committee to perfect the provisions of FIRREA.

Policy Certification

Hospital District investment officers may not participate in any pool which has not delivered to the District the policy certification of having read the District's Investment Policy, including an acknowledgment of implementing reasonable procedures and controls, as required below.

2. BROKERS/DEALERS

Investment officers shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities brokers/dealers shall provide the District with references from public entities which they are currently serving. The Investment Committee shall annually adopt and review a list of qualified brokers/dealers authorized to engage in investment transactions with the District.

Policy Certification

Hospital District investment officers will deliver the current investment policy to all brokers, but certification is not required.

3. REQUIREMENTS COMMON TO FINANCIAL INSTITUTIONS AND BROKERS AND DEALERS

All financial institutions and brokers/dealers who desire to become the depository or qualified bidders for investment transactions must supply the Hospital District with the following information, as appropriate:

- a. current audited financial statements provided on an annual basis;
- b. proof of Financial Industry Regulatory Agency (FINRA) registration (CRD #) (brokers only);
- c. proof of state registration (brokers only);
- d. For pools, a signed *Policy Certification*—(~~Attachment “A”~~);

acknowledging that the pool has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the District and the pool;

- e. completed *Nueces County Hospital District Broker/Dealer Questionnaire* (Attachment “~~E~~B”).

For purposes of this Investment Policy, a “qualified representative” means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization as defined by the Act.

An annual review of the financial condition and registration of qualified broker/dealers shall be conducted by the Hospital District’s Administrator.

4. INVESTMENT POOLS

The Hospital District may invest its funds in eligible investment pools which strive to maintain a \$1 net asset value and as defined by the Act and this Policy provided that the Board adopts a resolution authorizing investment in that particular pool.

Once an investment pool is approved for use by the Board, to maintain eligibility to receive Hospital District funds and invest funds on behalf of the District pursuant to the Act, the investment pool must furnish to the District’s Administrator or investment officers periodic reports as defined by the Act.

E. COMPETITIVE BIDDING FOR ALL INVESTMENTS

To purchase or sell investment securities, the Hospital District’s investment officers shall solicit independent bids/offers from at least 3 authorized brokers/dealers from the list approved by the Investment Committee. For CDs, the investment officers shall solicit independent bids from 3 financial institutions. All bids/offers for investment securities or instruments shall be solicited by an investment officer via any of the following methods but must be documented.

- 1. Orally (but confirmed in writing);
- 2. In writing;
- 3. Electronically; or
- 4. Any combination of the above methods.

F. DELIVERY VERSUS PAYMENT

It is the policy of the Hospital District that all security transactions entered into by the District shall be conducted on a “delivery versus payment” basis. That is, the depository acting as safekeeping agent for the District shall not release District funds until verification has been made that the correct security was received. The security shall be held in the name of the District by the safekeeping agent. The records shall assure the notation of the District’s ownership of the securities. The original copy of all safekeeping receipts shall be delivered to the District. For purposes of this Investment Policy, safekeeping receipt shall mean evidence of receipt, identification and recording, including a written or electronically transmitted advice of transaction.

G. SAFEKEEPING OF SECURITIES

All securities owned by the Hospital District shall be held in its banking services depository or a depository chosen by the District. Safekeeping will be controlled by a written Safekeeping agreement executed by the District and bank.

H. DEPOSITORY COLLATERAL

All collateral pledged to secure time and demand deposits shall be custodied in an independent custodial institution approved by the Hospital District to include the Federal Reserve.

The collateral agreement shall be executed by the Hospital District and the pledging bank and be in writing on the terms and conditions for securing the deposit of District funds, including the procedural steps for gaining access to the collateral. The Agreement shall be adopted by resolution of the Bank Board or the Bank’s Loan Committee and executed before funds are moved into the depository. If the Federal Reserve is used as the custodian, a Pledgee Agreement Form (Circular 7) of the Fed will be executed. Such agreements shall include the signatures of all authorized representatives of the District. Original safekeeping trust receipts shall be obtained. The District or its agent may inspect, at any time, an investment security evidenced by a receipt.

The Custodian shall provide to the Hospital District monthly collateral reports listing the securities pledged.

1. Consistent with the requirements of the Public Funds Collateral Act (Texas Government Code, §2257 et seq.) it is the policy of the Hospital District to require that the depository financial institution pledge collateralization for all District funds in demand and time deposits, that are in excess of the amount insured by the FDIC. The following are applicable to such collateralization:
 - a. The District shall be the final authority when determining the market

value of securities pledged to secure District deposits for the purpose of determining adequacy of the amount of collateral. The District's valuation of the securities is final and not subject to review;

- b. The total value of eligible security used to collateralize deposits of the District shall be not less than 102% of total market value on the deposits less an amount insured by the FDIC. Preferably, the Custodian shall report to the District, at least monthly, collateral reports listing the securities pledged;
- c. If the market value of the securities pledged by the depository financial institution becomes less than the amount of the total deposit in the depository, the District shall require that additional collateral be pledged immediately. If the collateral pledged by the depository financial institution is in excess of the percentage amount required above, the District may permit the release of the excess collateral if the collateral's market value exceeds the required amount. If the balance of District deposits in the depository financial institution is increased, the depository financial institution shall immediately increase the collateral for the deposits to the percentage amount required above. The bank shall be liable for monitoring and maintaining the required margin of 102% at all times;
- d. The depository financial institution may substitute securities pledged with the District, if the market value of the replacing securities are equal to or greater than the required collateral value and the new securities are received by the custodian before release of existing collateral;
- e. If the depository financial institution fails to credit a deposit or part of deposit made by the District, the District will notify and may sell or otherwise convert the securities to cash in accordance with the Public Funds Collateral Act's events of default.
- f. For purposes of this Investment Policy, collateral eligible to be pledged to secure District deposits at the District's depository financial institution shall be in accordance with the Act and limited to:
 - (1) Direct obligations of the United States government, its agencies or instrumentalities, excluding letters of credit; and
 - (2) Direct obligations backed by the full faith and credit of the United States government;
 - (3) Municipal and state obligations rated A or better by two

nationally recognized rating agencies.

- g. The depository financial institution shall maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of demand or time deposit funds (including accrued interest), and a transaction related to a pledged investment security.
2. All collateral and related information shall be subject to examination, verification and audit by the District or its agents (including its independent auditors) at any reasonable time.
3. The collateral pledged shall be reviewed at least monthly by the District's investment officers.
4. As a part of its independent annual audit, the District's auditor shall examine and verify pledged investment securities and its market value and records maintained and report any significant or material noncompliance with the Investment Policy to the Board. Such report shall be prepared in conjunction with the independent auditor's annual report to the Board.
5. The pledging financial institution shall be responsible for monitoring and maintaining the margins at all times.

I. MONITORING MARKET PRICES

On at least a monthly basis, the investment officers shall obtain the market price of owned securities investments using financial periodicals (i.e., Wall Street Journal, etc.), on-line investment monitoring services, and/or other market information sources. Market prices will be used to establish market value.



GLOSSARY OF COMMON TREASURY TERMS

Agencies: Federal agency securities.

Asked Price: The price at which securities are purchased by the District. The opposite of a bid.

Basis Point: Equal to 1/100 of one percent to measure price and yield. If interest rates rise 0.25%, the difference is referred to as an increase of 25 basis points.

Bid: The price at which the District sells a security. The opposite of an offer.

Book Value: The value of a security owned by the District equal to the purchase cost plus/minus the net of amortization/accretion.

Broker: An individual or firm who brings buyers and sellers together. In the money markets, all prices for securities are net priced reflecting all costs.

Certificate of Deposit – Depository (CD): Notes issued by banks that guarantee payment of a fixed interest rate until a future date (the maturity date) which are FDIC-insured up to \$250,000.

Certificate of Deposit – Brokered: Securities issued by a bank as certificates of deposit but securitized by the bank and sold on the open market by brokers. Brokered CDs are securities and have additional risk/control elements to be addressed, such as safekeeping. Only FDIC-insured brokered CDs safe kept by the District's safekeeping agent are authorized for purchase by the District.

Collateral: Securities pledged to the District for time and demand deposits over FDIC insurance coverage.

Commercial Paper: An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum for commercial paper is 270 days, but most is sold with maturities of up to 90 days. The credit risk is rated by nationally recognized rating agencies.

Coupon: A certificate attached to any security with an original maturity over one year evidencing interest due semi-annually. (Coupon rate * face amount)

Custodial Agreement: A written contract establishing the responsibilities of a custodian who holds collateral for deposits or securities.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account. A firm that has an inventory and can sell securities.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP): There are two methods of delivery of securities: Delivery versus payment and delivery versus receipt (DVR) (also called free).

- (a) Delivery versus payment means delivery of securities with an exchange of money for the securities.
- (b) Delivery versus receipt means delivery of securities with an exchange of a signed receipt for the securities.

Depository Insurance: Insurance on deposits with financial institutions. FDIC and some state governments provide this insurance.

Deposits: In the context of required note disclosures, cash and near cash items placed on account with a financial institution or fiscal agent. Some deposits (e.g., checking accounts) are subject to withdrawal on demand without notice or penalty (demand deposits) and others (e.g., CDs) can only be withdrawn without penalty upon completion of a fixed period (time deposits).

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value; for example, U.S. Treasury bills.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures deposits of federally chartered banks, currently up to \$250,000 per deposit.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks, and about 5,700 commercial banks that are members of the system.

Fixed-Income Securities: Securities with a set interest rate for the life of the security.

Governmental Accounting Standards Board (GASB): The authoritative accounting and financial reporting standard-setting body for government entities.

Interest Rate Risk: The degree of uncertainty in the prices of securities associated with changes in interest rates; the value of the securities ~~move~~moves in inverse relation to interest rates. This term is generally associated with bond prices, but applies to all investments.

Investment Risk: Any of several risks incurred when making investments. Examples include credit risk, market risk, reinvestment risk, and volatility risk.

Letters of Credit: A financial institution's written guarantee of a customer's drafts, up to a specified amount, for a certain period of time.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable quantities can be purchased at those quotes.

Local Government Investment Pool (LGIP): The aggregate of funds from political subdivisions participating in a commingled investment vehicle for investment and reinvestment.

Margin: A percentage above market value used to protect against fluctuations in market value.

Market Risk: Risk coming from price fluctuations for a whole market, for an entire industrial group, or for a particular security, as a result of factors such as economic, political, or social events.

Market Value: The price at which a security could presumably be purchased or sold.

Master Repurchase Agreement: A written agreement between the investor and the financial institution or dealer. The Bond Market Association Master Agreement is the standard for this agreement.

Maturity: The final stated date on which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc) are issued and traded.

Money Market Mutual Funds: A defined SEC registered commingled investment security which strives to maintain a net asset value of \$1 at all times and provides daily liquidity

Mortgage-Backed Securities (MBS): Securities created from pools of home mortgages that pay the investor as principal and interest is paid by the home-owner. These securities are highly volatile because they are directly affected by economic conditions and mortgage rates. Some MBS pools are further divided into separate securities called collateralized mortgage obligations (CMO) each of which has unique and often complex risk profiles.

Par Value: The face value of the security.

Portfolio: Collection of securities held by an investor.

Premium: The excess of the price of a security over its face value, excluding any amount of accrued interest bought or sold.

Primary Dealer: Government securities dealers included in the "List of Government Securities

Dealers Reporting to the Market Reports Division of the Federal Reserve Bank of New York (N.Y. Fed)” that submit daily reports of market activity and positions and monthly financial statements to the N.Y. Fed and are subject to its informal oversight. Primary dealers include SEC-registered securities brokers-dealers, banks and a few unregulated firms.

Principal: In the context of bonds other than deep-discount debt, the face value or par value of a bond or issue of bonds payable on the stated dates of maturity.

Ratings: An evaluation of credit-worthiness performed by an independent rating service.

Repurchase Agreement (RP or REPO): A buy-sell transaction in which an entity buys securities for a specified period and the seller agrees to repurchase the securities plus interest.

Safekeeping: A service including clearing, safekeeping and income distribution rendered by banks for a fee whereby securities and valuables of all types and descriptions are held on the record of the bank.

Secondary Market: A market in which securities are traded after initial distribution by the issuer.

Securities: A negotiable or nonnegotiable instrument that signifies an ownership interest, the right to an ownership interest or creditor status.

U.S. Treasury Securities: Securities issued by the U.S. Treasury and secured by the taxing ability of the U.S. These securities are highly liquid.

Weighted Average Maturity (WAM): WAM refers to the weighted average maturity of all positions in a portfolio.

Yield: The rate of annual income return on an investment, expressed as a percentage.

ATTACHMENT "A"

**TEXAS PUBLIC FUNDS INVESTMENT ACT
POLICY CERTIFICATION**

This certification is executed on behalf of Nueces County Hospital District (the Hospital District") and _____ (the "Pool") pursuant to the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "Act") for investment transactions conducted between the Hospital District and the Pool.

The undersigned Qualified Representative of the Pool hereby certifies that:

1. The Qualified Representative of the Pool has received and reviewed the Hospital District's Investment Policy; and
2. The Qualified Representative of the Pool has implemented reasonable procedures and controls in an effort to preclude investment transactions not authorized by the Hospital District's Investment Policy except to the extent that this, authorization is dependent upon an analysis of the makeup of the Hospital District's entire portfolio or requires an interpretation of subjective investment standards.

Signature of Qualified Representative of the Pool

Name: _____

Title: _____

Date: _____

ATTACHMENT “BA”

**STATEMENT OF
PERSONAL BUSINESS RELATIONSHIP**

I, _____, am an investment officer for the Nueces County Hospital District (the "Hospital District").

I have a personal business relationship (as defined by the Hospital District's Investment Policy) with _____, a business entity offering to engage in an investment transaction with the Hospital District. This business organization is _____
_____. I (or name of relative and relationship)
_____ (insert name of relative or describe relationship) have/has a personal business relationship with this business organization for the following reasons: (Designate all which are applicable):

- 1) My/his/her ownership of 1% or more of the voting stock or shares of the business organization;
- 2) My/his/her ownership of \$250 or more of the fair market value of the business organization;
- 3) Funds received from the business organization exceed 1% of my/his/her income for the previous year;
- 4) During the previous year I/he/she acquired from the business organization investment with a book value of \$100 or more for my/his/her personal account.

Signed this _____ day of _____, _____.

Signature

Title

ATTACHMENT “EB”

NUECES COUNTY HOSPITAL DISTRICT
BROKER/DEALER QUESTIONNAIRE

Page 1 – To be completed by all banks and broker/dealers

Name of Firm: _____

Address: _____

Ownership/affiliation, if appropriate: _____

Primary representative on account: _____

Telephone: _____

Fax: _____

E-Mail: _____

Backup representative or trading assistant: _____

Telephone: _____

Branch Manager: _____

Telephone: _____

Fax: _____

E-Mail: _____

Is the firm designated as a Primary Dealer by the Federal Reserve? _____

Is the firm registered with the Texas Securities Board? _____

Are the firm and its representative registered with the NASD? _____

CRD Number: _____

How long has the designated representative been an institutional fixed income broker at this firm?
_____ A broker? _____

In what market sectors does the primary account representative specialize? _____

Delivery Instructions:

All transactions shall be completed delivery versus payment.

BROKER/DEALER QUESTIONNAIRE

Page 2 – To be completed only by Non-Primary Dealers

Name of Firm: _____ CRD #: _____

Years in business at this location: _____ Total years: _____

Indicate the approximate sales volume in the following sectors for the previous year.

U.S. Treasuries _____
Repo _____
U.S. Agencies _____
MBS _____
CP _____
Other? _____

Has your firm, or this account representative, been subject to a regulatory agency, state of _____, or federal investigation for alleged improper, disreputable, unfair, (or) fraudulent activities related to the sale of securities or money market instruments in the past five years? Are there any outstanding claims? If yes, please explain.

Please attach a sample of your standard confirmation to be provided to clients.

Please provide the firm’s most recent audited financial statements.
(This will be required annually)

What portfolio information do you require from your clients?

What market information do you routinely offer your clients?

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Description	2021 NCHD Investment Policy
Rendering set	Standard

Legend:	
Insertion	
Deletion	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	63
Deletions	73
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	136
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CERTIFICATE FOR RESOLUTION

**A RESOLUTION RELATING TO ANNUAL REVIEW
OF INVESTMENT POLICY AND INVESTMENT STRATEGIES
AND REVISION OF POLICY AND STRATEGIES**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 3rd day of August 2021, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

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

and all of said persons were present, except the following absentees: _____, _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION RELATING TO ANNUAL REVIEW
OF INVESTMENT POLICY AND INVESTMENT STRATEGIES
AND REVISION OF POLICY AND STRATEGIES**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 3rd day of August 2021.

ATTEST:

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

{SEAL}



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

BOARD OF MANAGERS RESOLUTION
AUGUST 3, 2021

**A RESOLUTION REVIEWING & ADOPTING
LISTING OF QUALIFIED BROKER/DEALERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS**

WHEREAS, the Nueces County Hospital District (the "Hospital District" or "District") is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the "Health Code"), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas, including Texas Government Code, Chapter 2256 relating to public funds investment (the "Public Funds Investment Act" or "Act");

WHEREAS, the Hospital District's Board of Managers (the "Board") have been duly appointed pursuant to Health Code, §281.021(a);

WHEREAS, pursuant to collective authorities of Health Code, §281.047 and §281.048, the Board is the Hospital District's governing body and the Board has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, the Hospital District is governed by the Public Funds Investment Act and the Board has previously adopted an (i) investment policy, and (ii) list of qualified broker/dealers, both in accordance with the Act;

WHEREAS, the Board desires to comply with annual requirements of the Public Funds Investment Act and §2256.025 thereof requires the Board, or investment committee, to at least annually, review and adopt a list of qualified brokers that are authorized to engage in investment transactions with the Hospital District; and

WHEREAS, in accordance with Public Funds Investment Act, §2256.025, the Board hereby desires to: (i) review its current listing of broker/dealers authorized to engage in investment

transactions with the Hospital District; and (ii) adopt, effective September 1, 2021, the listing attached hereto and identified as Exhibit "A" as the District's authorized broker/dealers list to supersede and replace the current listing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board has reviewed the Hospital District's current list of qualified broker/dealers authorized to engage in investment transactions with the District.
2. The Board hereby adopts the Authorized Broker/Dealer List attached hereto and identified as Exhibit "A" to supersede and replace the current list as the Hospital District's list of qualified broker/dealers who are authorized to engage in investment transactions with the District (the "Authorized Broker/Dealer List"); the Authorized Broker/Dealer List is to be effective September 1, 2021.
3. The broker/dealers shown in the Authorized Broker/Dealer List shall complete and submit the questionnaire forms identified in and required by the District's Investment Policy; acceptability of submitted questionnaire forms shall be determined by the District's Administrator.
4. The Board hereby adopts this Resolution to affirm the preceding Resolves as required by Public Funds Investment Act, §2256.025.
5. The Administrator shall be and is expressly authorized and directed to do and perform all acts, and to execute all instruments and other related documents, whether herein cited, as required to carry out the intent, terms, and provisions of this Resolution, such execution to be conclusively evidenced by the performance of such acts.
6. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
7. This Resolution shall take effect and be in full force and effect upon and after its passage.
8. The Board retains its right to amend or repeal this Resolution at any time.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, RN
Member

Vishnu V. Reddy, M.D.
Member

John E. Valls
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

Exhibit "A"

NUECES COUNTY HOSPITAL DISTRICT

AUTHORIZED BROKER/DEALER LIST

Effective September 1, 2021

Bank of America Merrill Lynch
BOK Financial Corporation (Bank of Oklahoma)
Cantor Fitzgerald
FHN Financial
Great Pacific Securities
INTL FCStone
Mizuho Securities
Morgan Stanley
Mutual Securities
Oppenheimer
Piper Sandler
Raymond James
RBC (Royal Bank of Canada)
Robert W. Baird Securities
Siebert Williams Shank
Stifel Nicolaus
UBS
Vining Sparks
Wells Fargo

#

CERTIFICATE FOR RESOLUTION

**A RESOLUTION REVIEWING & ADOPTING
LISTING OF QUALIFIED BROKER/DEALERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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and all of said persons were present, except the following absentees: _____, _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION REVIEWING & ADOPTING
LISTING OF QUALIFIED BROKER/DEALERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 3rd day of August 2021.

ATTEST:

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

{SEAL}

I. Nueces FY21 Rate Analysis

Facility	System	Mailing Address	Primary Contact	Secondary Contact	2019 Net Patient Revenue	FY21 Rate
						6.00%
Driscoll Children's Hospital	DCH	3533 S Alameda St	Mr. Eric Hamon, CEO	Steve King, CFO	311,271,181	18,676,271.00
CHRISTUS Spohn Hospital Corpus Christi	CHRISTUS	Po Box 5280	Randy Safady, CFO	Jaclynn Harrison, VP	482,285,801	28,937,148.00
The Corpus Christi Medical Center - Bay Area	HCA	7101 S Padre Island Dr	Chris Nicosia, CFO	Eric Evans, CEO	376,689,518	22,601,371.00
PAM Specialty Hospital of Corpus Christi North	PAM	600 Elizabeth St Fl 3	Hector Bernal, CEO	Rob Tribeck, CLO	19,998,722	1,199,923.00
PAM Rehabilitation Hospital of Corpus Christi	PAM	345 S Water Street	Hector Bernal, CEO	Rob Tribeck, CLO	41,782,960	2,506,978.00
South Texas Surgical Hospital	F-S	6130 Parkway Dr	Steve Takacs, CEO	Julie Wittwer, CFO	16,309,834	978,590.00
Corpus Christi Rehabilitation Hospital	F-S	5726 Esplanade Dr	Michael Pierce, COO	Angie Jones, Controller	17,883,322	1,072,999.00
TOTAL					\$ 1,266,221,338	75,973,280.00

HEALTH AND SAFETY CODE

TITLE 4. HEALTH FACILITIES

SUBTITLE D. HOSPITAL DISTRICTS

This Chapter 298C, consisting of Secs. 298C.001 to 298C.153, was added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1.

See also another Chapter 298C, consisting of Secs. 298C.001 to 298C.153, as added by Acts 2019, 86th Leg., R.S., Ch. 454 (S.B. 2448), Sec. 1.

For expiration of this chapter, see Section 298C.004.

CHAPTER 298C. NUECES COUNTY HOSPITAL DISTRICT HEALTH CARE PROVIDER PARTICIPATION PROGRAM

SUBCHAPTER A. GENERAL PROVISIONS

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.001. DEFINITIONS. In this chapter:

- (1) "Board" means the board of hospital managers of the district.
- (2) "District" means the Nueces County Hospital District.
- (3) "Institutional health care provider" means a hospital that is not owned and operated by a federal or state government and provides inpatient hospital services.
- (4) "Paying provider" means an institutional health care provider required to make a mandatory payment under this chapter.
- (5) "Program" means the health care provider participation program authorized by this chapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.002. APPLICABILITY. This chapter applies only to the Nueces County Hospital District. 99

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. [3607](#), 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.003. HEALTH CARE PROVIDER PARTICIPATION PROGRAM; PARTICIPATION IN PROGRAM. The board may authorize the district to participate in a health care provider participation program on the affirmative vote of a majority of the board, subject to the provisions of this chapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. [1456](#) and H.B. [3607](#), 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.004. EXPIRATION. (a) Subject to Section [298C.153](#)(d), the authority of the district to administer and operate a program under this chapter expires December 31, 2021.

(b) This chapter expires December 31, 2021.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

SUBCHAPTER B. POWERS AND DUTIES OF BOARD

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. [3607](#), 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.051. LIMITATION ON AUTHORITY TO REQUIRE MANDATORY PAYMENT. The board may require a mandatory payment authorized under this chapter by an institutional health care provider located in the district only in the manner provided by this chapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.052. RULES AND PROCEDURES. The board may adopt rules relating to the administration of the program, including collection of the mandatory payments, expenditures, audits, and any other administrative aspects of the program.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.053. INSTITUTIONAL HEALTH CARE PROVIDER REPORTING. If the board authorizes the district to participate in a program under this chapter, the board shall require each institutional health care provider located in the district to submit to the district a copy of any financial and utilization data required by and reported to the Department of State Health Services under Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

SUBCHAPTER C. GENERAL FINANCIAL PROVISIONS

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.101. HEARING. (a) In each fiscal year that the board authorizes a program under this chapter, the board shall hold a public hearing on the amounts of any mandatory payments that the board intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth day before the date of the hearing required under Subsection (a), the board shall publish notice of the

hearing in a newspaper of general circulation in the district and provide written notice of the hearing to each institutional health care provider located in the district.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.102. DEPOSITORY. (a) If the board requires a mandatory payment authorized under this chapter, the board shall designate one or more banks as a depository for the district's local provider participation fund.

(b) All funds collected under this chapter shall be secured in the manner provided for securing other district funds.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.103. LOCAL PROVIDER PARTICIPATION FUND; AUTHORIZED USES OF MONEY. (a) If the district requires a mandatory payment authorized under this chapter, the district shall create a local provider participation fund.

(b) The local provider participation fund consists of:

(1) all revenue received by the district attributable to mandatory payments authorized under this chapter;

(2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer under the program, provided that the intergovernmental transfer does not receive a federal matching payment; and

(3) the earnings of the fund.

(c) Money deposited to the local provider participation fund of the district may be used only to:

(1) fund intergovernmental transfers from the district to the state to provide the nonfederal share of Medicaid payments for:

(A) uncompensated care payments to hospitals in the Medicaid managed care service area in which the district is located, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

(B) delivery system reform incentive payments, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

(C) uniform rate enhancements for hospitals in the Medicaid managed care service area in which the district is located;

(D) payments available under another waiver program authorizing payments that are substantially similar to Medicaid payments to hospitals described by Paragraph (A), (B), or (C); or

(E) any reimbursement to hospitals for which federal matching funds are available;

(2) subject to Section 298C.151(d), pay the administrative expenses of the district in administering the program, including collateralization of deposits;

(3) refund a mandatory payment collected in error from a paying provider;

(4) refund to paying providers a proportionate share of the money that the district:

(A) receives from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments or uniform rate enhancements described by Subdivision (1)(C); or

(B) determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments or uniform rate enhancements described by Subdivision (1)(C);

(5) transfer funds to the Health and Human Services Commission if the district is legally required to transfer the funds to address a disallowance of federal matching funds with respect to programs for which the district made intergovernmental transfers described by Subdivision (1); and

(6) reimburse the district if the district is required by the rules governing the uniform rate enhancement program described by Subdivision (1)(C) to incur an expense or forego Medicaid reimbursements from the state because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other district funds.

(e) Notwithstanding any other provision of this chapter, with respect to an intergovernmental transfer of funds described by Subsection (c)(1) made by the district, any funds received by the state, district, or other entity as a result of that transfer may not be used by the state, district, or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).
Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

SUBCHAPTER D. MANDATORY PAYMENTS

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. [3607](#), 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.151. MANDATORY PAYMENTS BASED ON PAYING PROVIDER NET PATIENT REVENUE. (a) Except as provided by Subsection (e), if the board authorizes a health care provider participation program under this chapter, the board may require a mandatory payment to be assessed, either annually or periodically throughout the fiscal year at the discretion of the board, on the net patient revenue of each institutional health care provider located in the district. The board shall provide an institutional health care provider written notice of each assessment under this subsection, and the provider has 30 calendar days following the date of receipt of the notice to pay the assessment. In the first fiscal year in which the mandatory payment is required, the mandatory payment is assessed on the net patient revenue of an institutional health care provider as determined by the data reported to the Department of State Health Services under Sections [311.032](#) and [311.033](#) in the most recent fiscal year for which that data was reported. If the institutional health care provider did not report any data under those sections, the provider's net patient revenue is the amount of that revenue as contained in the provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report. If the mandatory payment is required, the district shall update the amount of the mandatory payment on an annual basis.

(b) The amount of a mandatory payment assessed under this chapter by the board must be uniformly proportionate with the amount of net patient revenue generated by each paying provider in the district as permitted under federal law. A health care provider participation program authorized under this chapter may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(c) If the board requires a mandatory payment authorized under this chapter, the board shall set the amount of the mandatory payment, subject to the limitations of this chapter. The aggregate amount of the mandatory payments required of all paying providers in the district may not exceed six percent of the aggregate net patient revenue from hospital services provided by all paying providers in the district.

(d) Subject to Subsection (c), if the board requires a mandatory payment authorized under this chapter, the board shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the district for activities under this chapter and to fund an intergovernmental transfer described by Section 298C.103(c)(1). The annual amount of revenue from mandatory payments that shall be paid for administrative expenses by the district is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

(e) A paying provider may not add a mandatory payment required under this section as a surcharge to a patient.

(f) A mandatory payment assessed under this chapter is not a tax for hospital purposes for purposes of Section 4, Article IX, Texas Constitution, or Section 281.045 of this code.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. 3607, 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.152. ASSESSMENT AND COLLECTION OF MANDATORY PAYMENTS. (a) The district may designate an official of the district or contract with another person to assess and collect the mandatory payments authorized under this chapter.

(b) The person charged by the district with the assessment and collection of mandatory payments shall charge and deduct from the mandatory payments collected for the district a collection fee in an amount not to exceed the person's usual and customary charges for like services.

(c) If the person charged with the assessment and collection of mandatory payments is an official of the district, any revenue from a collection fee charged under Subsection (b) shall be deposited in the district general fund and, if appropriate, shall be reported as fees of the district.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

The following section was amended by the 87th Legislature. Pending publication of the current statutes, see H.B. [3607](#), 87th Legislature, Regular Session, for amendments affecting the following section.

Sec. 298C.153. PURPOSE; CORRECTION OF INVALID PROVISION OR PROCEDURE; LIMITATION OF AUTHORITY. (a) The purpose of this chapter is to authorize the district to establish a program to enable the district to collect mandatory payments from institutional health care providers to fund the nonfederal share of a Medicaid supplemental payment program or the Medicaid managed care rate enhancements for hospitals to support the provision of health care by institutional health care providers located in the district.

(b) This chapter does not authorize the district to collect mandatory payments for the purpose of raising general revenue or any amount in excess of the amount reasonably necessary to fund the nonfederal share of a Medicaid supplemental payment program or Medicaid managed care rate enhancements for hospitals and to cover the administrative expenses of the district associated with activities under this chapter.

(c) To the extent any provision or procedure under this chapter causes a mandatory payment authorized under this chapter to be ineligible for federal matching funds, the board may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services. A rule adopted under this section may not create, impose, or materially expand the legal or financial liability or responsibility of the district or an institutional health care provider in the district beyond the provisions of this chapter. This section does not require the board to adopt a rule.

(d) The district may only assess and collect a mandatory payment authorized under this chapter if a waiver program, uniform rate enhancement, or reimbursement described by Section [298C.103\(c\)\(1\)](#) is available to at least one institutional health care provider located in the district.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

Caller Times

PART OF THE USA TODAY NETWORK

Certificate of
Publication

NUECES COUNTY HOSPITAL DIST.
555 N CARANCAHUA STE 950


CORPUS CHRISTI, TX 78401-0835

STATE OF WISCONSIN)
))
COUNTY OF BROWN)

I, being first duly sworn, upon oath depose and say that I am a legal clerk and employee of the publisher, namely, the Corpus Christi Caller-Times, a daily newspaper published at Corpus Christi in said City and State, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio, Counties, and that the publication of which the annexed is a true copy, was inserted in the Corpus Christi Caller-Times on the following dates:

07/25/2021

On this July 29, 2021, I certify that the attached document is a true and exact copy made by the publisher:



Legal Notice Clerk



Notary Public, State of Wisconsin, County of Brown

1-7-28

Notary Expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: \$509.40
Ad No: 0004833266
Customer No: 1243913
PO #:
of Affidavits: 1

This is not an invoice

**NOTICE OF PUBLIC
HEARING OF THE
BOARD OF MANAGERS
OF THE NUECES
COUNTY HOSPITAL
DISTRICT TO CONSIDER
PROVIDER
PARTICIPATION
PROGRAM
MANDATORY PAYMENT
AMOUNTS FOR
HOSPITAL DISTRICT
FISCAL YEAR 2021**

Public Notice is hereby given that the Nueces County Hospital District ("NCHD") Board of Managers ("Board") will hold a public hearing at 10:00 AM on Tuesday, August 3, 2021 in the NCHD Board of Managers Meeting Room at 555 N. Carancahua (Tower 11), Room 950-A, Corpus Christi, Texas, to receive public comments and consider action regarding the amount of the provider participation program mandatory payments that the Board intends to require of all institutional health care providers located within NCHD's boundaries for NCHD's Fiscal Year 2021 (October 1, 2020 — September 30, 2021) and how the revenue derived from those payments will be spent. NCHD's boundaries are coterminous with Nueces County. The term "institutional health care provider" means a hospital that is not owned and operated by a federal or state government and provides inpatient hospital services. Members of the public and representatives of the local-institutional health care providers wishing to be heard on these matters may attend this meeting in-person or by audio or video conference via Zoom as provided below. Zoom is an Internet-based cloud platform for audio and video conferencing.

For those wishing to attend In-Person the meeting location is: Board of Managers Meeting Room, 555 N. Carancahua, Room 950-A, Corpus Christi, Texas 78401.

Those wishing to attend via Audio or Video Conference, Join Zoom Meeting may use the link provided or may use the phone number and the meeting ID number provided below: <https://bit.ly/3hRETPB> Meeting ID: 574 676 5992 Passcode: 195957 One tap mobile +13462487799,,5746765992# US (Houston) Dial by your location +1 346 248 7799 US (Houston) -Meeting ID: 574 676 5992 Find your local number: <https://nchdcc-orq.zoom.us/j/aejsSB9vc1>

Texas Health and Safety Code ("Health Code"), Chapter 298C, as amended, authorizes the Nueces County Hospital District to participate in a Health Care Provider Participation Program, create a local provider participation fund, and require mandatory payments by institutional health care providers. The public hearing is required by Health Code, §298C.101. Questions regarding the public hearing should be sent by electronic mail to Belinda Chism. As-

Assistant Administrator at bel
inda.chism@nhdcc.org.

From: [Jonny F. Hipp \(NCHD\)](#)
To: [Chris Nicosia \(chris.nicosia@hcahealthcare.com\)](#); [Eric Evans \(Eric.Evans@HCAhealthcare.com\)](#); [Becky Rios \(becky.rios@christushealth.org\)](#); [Jaclynn Harrison \(jaclynn.harrison@christushealth.org\)](#); [Osbert Blow MD, PhD, FACS \(osbert.blow@christushealth.org\)](#); [Randy Safady \(randy.safady@christushealth.org\)](#); [Angie Jones \(angelajones@ernesthealth.com\)](#); [Mark Roth \(markroth@ernesthealth.com\)](#); [Michael Pearce \(MichaelPearce@ernesthealth.com\)](#); [Eric Hamon \(eric.hamon@dchstx.org\)](#); [Steven E. King \(steve.king@dchstx.org\)](#); [Belinda Chism \(NCHD\)](#); [Donna Littlefield \(NCHD\)](#); [Jonny F. Hipp \(NCHD\)](#); [Julie Wittwer \(Julie.Wittwer@surgerypartners.com\)](#); [Steve G. Takacs \(Steve.Takacs@surgerypartners.com\)](#); [Hector Bernal \(hbernal@postacutecorpuschristi.com\)](#); [Robert J. Tribeck \(rtribeck@postacutecorporate.com\)](#)
Cc: [Carlos M. Zaffirini Jr. \(cmzj@ahcv.com\)](#); [Jared A. Konczal \(konczal@gl-law.com\)](#); [Lance J. Ramsey \(ramsey@gl-law.com\)](#); [Luba Kubinski \(luba@ahcv.com\)](#); [Robin Daniel \(robin@ahcv.com\)](#); [Adam Robison \(arobison@kslaw.com\)](#); [Mary Esther Guerra \(NuecesCo\)](#)
Subject: Notice of Public Hearing Relating to Provider Participation Program Mandatory Payment Amounts
Date: Tuesday, July 20, 2021 12:50:32 PM
Attachments: [NCHD Notice of Public Hearing to Consider FY2021 LPPF Rate.pdf](#)
Importance: High

Good Afternoon Nueces County Institutional Health Care Providers:

The Nueces County Hospital District's ("NCHD") Board of Managers ("Board") will hold a public hearing at **10:00 AM on Tuesday, August 3, 2021** in the NCHD Board of Managers Meeting Room at 555 North Carancahua (Tower II), Room 950-A, Corpus Christi, Texas, to receive comments regarding the amount of provider participation program mandatory payments that the Board intends to require of all institutional health care providers located within NCHD's boundaries for NCHD Fiscal Year 2021 (October 1, 2020 – September 30, 2021) and how the revenue derived from those payments will be spent. NCHD's boundaries are coterminous with Nueces County. Texas Health and Safety Code ("Health Code"), Chapter 298C, as amended, authorizes NCHD to participate in a Health Care Provider Participation Program, create a local provider participation fund, and require mandatory payments by institutional health care providers. The public hearing is required by Health Code, §298C.101.

Attached you will find a copy of the public notice titled "NOTICE OF PUBLIC HEARING OF THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT TO CONSIDER PROVIDER PARTICIPATION PROGRAM MANDATORY PAYMENT AMOUNTS FOR HOSPITAL DISTRICT FISCAL YEAR 2021" that will be published in the "Public Notices" section of the *Corpus Christi Caller-Times* on Sunday, July 25, 2021; the public notice is required by Health Code, §298C.101.

The above and attached together constitute NCHD's written notice to each institutional health care provider located within NCHD's boundaries of the public hearing required by Texas Health and Safety Code, §298C.101.

Please write if you have any questions regarding the public hearing, email to jonny.hipp@nchdcc.org.

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 Office

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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

BOARD OF MANAGERS ORDER **AUGUST 3, 2021**

Order Authorizing Nueces County Hospital District to Participate in a Health Care Provider Participation Program, Establishing Mandatory Payments, and Affirming Use of Funds from Mandatory Payments

WHEREAS, the 86th Texas Legislature enacted Senate Bill 2315 which added Health and Safety Code ("Code"), Chapter 298C ("Chapter") and became effective June 10, 2019;

WHEREAS, the 87th Texas Legislature enacted House Bill 1456 which amended the Chapter and became effective June 15, 2021;

WHEREAS, pursuant to §298C.003 of the Code, as amended, the Nueces County Hospital District ("NCHD") Board of Managers ("Board") may authorize NCHD to participate in a health care provider participation program on the affirmative majority vote of the Board, subject to the provisions of the Chapter;

WHEREAS, the purpose of participation in a health care provider participation program is to generate revenue from mandatory payments that may be required by NCHD from institutional health care providers in NCHD's boundaries to fund certain intergovernmental transfers as prescribed in §298C.103(c) of the Code, as amended;

WHEREAS, pursuant to §298C.051 of the Code, as amended, the Board may require a mandatory payment from each institutional health care provider in NCHD's boundaries to fund the intergovernmental transfers;

WHEREAS, pursuant to §298C.103(a) of the Code, as amended, if the Board requires a mandatory payment, NCHD shall establish a local provider participation fund for the mandatory payments; and

WHEREAS, pursuant to §298C.103(c) of the Code, as amended, NCHD may use the funds in the local provider participation fund only for the purposes prescribed therein.

NOW THEREFORE, BE IT ORDERED that the Board NCHD authorizes NCHD to:

1. Participate in a health care provider participation program.
2. Collect a mandatory payment from each institutional health care provider located in NCHD's boundaries.

3. Establish a local provider participation fund to consist of the mandatory payments and additional funds as described in §298C.103(b) of the Code, as amended.
4. Use the funds in the local provider participation fund only for the purposes prescribed in §298C.103(c) of the Code, as amended.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, R.N.
Member

Vishnu V. Reddy, M.D.
Member

John E. Valls
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

ABSENT: ()

all as shown in the official Minutes of the Board for the Meeting.

5. The attached Order is a true and correct copy of the original on file in the official records of the Hospital District; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code, as amended.
6. I am the Secretary of the Board having been duly appointed pursuant to Health Code, §281.023(b).
7. The foregoing Order is in full force and effect; that the same has not been rescinded, nor has it been amended or modified in any way.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Hospital District on this the 3rd day of August 2021.

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

{HOSPITAL DISTRICT SEAL}



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

BOARD OF MANAGERS ORDER **AUGUST 3, 2021**

Order Implementing Requirements, Rules, Regulations, and Procedures of Health Care Provider Participation Program

WHEREAS, the 86th Texas Legislature enacted Senate Bill 2315 which added Health and Safety Code, Chapter 298C and became effective June 10, 2019;

WHEREAS, the 87th Texas Legislature enacted House Bill 1456 which amended Health and Safety Code, Chapter 298C and became effective June 15, 2021;

WHEREAS, pursuant to Health and Safety Code ("Code"), §298C.003, as amended, the Nueces County Hospital District ("NCHD") Board of Managers ("Board") on August 3, 2021 authorized NCHD to participate in a health care provider participation program;

WHEREAS, the purpose of NCHD's participation in a health care provider participation program is to generate revenue from a mandatory payment that may be required by NCHD from each institutional health care provider in NCHD's boundaries to fund certain intergovernmental transfers as prescribed in §298C.103(c) of the Code, as amended;

WHEREAS, pursuant to §298C.051 of the Code, as amended, the Board on August 3, 2021 authorized NCHD to collect a mandatory payment from each institutional health care provider located in NCHD's boundaries;

WHEREAS, pursuant to §298C.052 of the Code, as amended, if the Board orders collection of a mandatory payment, it must adopt rules relating to the administration of the program, including collection of the mandatory payments, expenditures, audits, and any other administrative aspect of the program;

WHEREAS, pursuant to §298C.053 of the Code, as amended, if the Board orders collection of a mandatory payment, it must require each institutional health care provider within the boundaries of NCHD to submit to the NCHD a copy of any financial and utilization data required by and reported to the Texas Department of State Health Services under the Code §311.032 and §311.033 (and any rules adopted by the Executive Commissioner of the Texas Health and Human Services Commission to implement those sections) in the most recent fiscal year for which the data was reported; if the institutional health care provider did not report any data under those sections, the provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report;

WHEREAS, pursuant to §298C.102 of the Code, as amended, if the Board orders collection of a mandatory payment, it must designate one or more banks as the depository for mandatory payments received by the NCHD's local provider participation fund;

WHEREAS, pursuant to §298C.103 of the Code, as amended, if the Board collects a mandatory payment, it must create a local provider participation fund;

WHEREAS, pursuant to §298C.151 of the Code, as amended, if the Board collects a mandatory payment, it must set the amount of the mandatory payment; and

WHEREAS, pursuant to §298C.152 of the Code, as amended, if the Board collects a mandatory payment, it may designate an official of NCHD or contract with another person to assess and collect the mandatory payments.

NOW THEREFORE, BE IT ORDERED that the Board of Managers of the Nueces County Hospital District hereby:

1. Creates the NCHD Health Care Provider Participation Program.
2. Adopts the Health Care Provider Participation Program Rules and Procedures attached to this ORDER and identified as Exhibit A, "Nueces County Hospital District Health Care Provider Participation Program Rules and Procedures"
3. Requires each institutional health care provider in the boundaries of NCHD to submit to NCHD a copy of any financial and utilization data required by and reported to the Texas Department of State Health Services under Texas Health & Safety Code §311.032 and §311.033 (and any rules adopted by the Executive Commissioner of the Texas Health and Human Services Commission ("Commission") to implement those sections) in the most recent fiscal year for which the data was reported; if the institutional health care provider did not report any data under those sections, the provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report.
4. Creates a local provider participation fund.
5. Designates Frost Bank, located at 501 S. Shoreline Boulevard, Corpus Christi, Texas 78401 as the depository for mandatory payments received by NCHD's local provider participation fund.
6. Sets the amount of the mandatory payment for Fiscal Year 2021 (October 1, 2020 – September 30, 2021) at six percent (6%) of the net patient revenue of each institutional health care provider located in the boundaries of NCHD.
7. Authorizes the Board to take all other actions necessary to meet the requirements of Chapter 298C of the Code.

8. Designates NCHD's Administrator/Chief Executive Officer as the person to assess and collect the mandatory payments.
9. Authorizes NCHD's Administrator/Chief Executive Officer to make intergovernmental transfers ("IGTs") from the local provider participation fund to the Commission for the purposes described in §298C.103(c) of the Code; the IGTs shall be based on the Commission's schedule of requested IGTs for such described purposes.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

Daniel W. Dain
Chairman

Sylvia Tryon Oliver
Vice Chairman

Belinda Flores, R.N.
Member

Vishnu V. Reddy, M.D.
Member

John E. Valls
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

**NUECES COUNTY DISTRICT
HEALTH CARE PROVIDER PARTICIPATION PROGRAM
RULES AND PROCEDURES**

General Provisions

Rule 1. Definitions. In these rules and procedures:

- (a) "Board" means the Board of the District.
- (b) "District" means the Nueces County District.
- (c) "Mandatory payment" means a mandatory payment authorized under Chapter 298C, Subtitle D, Title 4, Health and Safety Code.
- (d) "Institutional health care provider" means a hospital that is not owned and operated by a federal or state government and provides inpatient hospital services.
- (e) "Paying provider" means an institutional health care provider required to make a mandatory payment.
- (f) "Program" means the health care provider participation program authorized under Chapter 298C, Subtitle D, Title 4, Health & Safety Code.
- (g) "Year" means the District's fiscal year (October 1 – September 30).

Rule 2. Health Care Provider Participation Program; Participation in Program; Purpose.

- (a) The Board has adopted, on the affirmative vote of at least a majority of the Board, an order authorizing the District to participate in the Program.
- (b) The Program authorizes the District to collect a mandatory payment from each institutional health care provider located in the District to be deposited in a local provider participation fund established by the District.
- (c) The Program's purpose is to enable the District to collect mandatory payments from institutional health care providers to fund the nonfederal share of a Medicaid supplemental payment program or the Medicaid managed care rate enhancements for nonpublic hospitals to support the provision of health care by institutional health care providers to District residents in need of health care.
- (d) To the extent any provision or procedure under Chapter 298C, Subtitle D, Title 4, Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the Board may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare & Medicaid Services.

Powers and Duties of Board

Rule 3. Limitation on Authority to Require Mandatory Payment. The District may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

Rule 4. Majority Vote Required Prior to Mandatory Payment. The District may not collect a mandatory payment without an affirmative vote of a majority of the members of the Board authorizing the District to participate in the Program.

Rule 5. Institutional Health Care Provider Reporting; Inspection of Records.

(a) The District shall require each institutional health care provider to submit to the District a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code, §311.032 and §311.033 and any rules adopted by the Executive Commissioner of the Health and Human Services Commission to implement those sections.

(b) The District may inspect the records of an institutional health care provider to the extent necessary to ensure that the institutional health care provider has submitted all required data under these rules and procedures.

General Financing Provisions

Rule 6. Hearing.

(a) Each year, the Board shall hold a public hearing on the amounts of any mandatory payments that the Board intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth (5th) day before the date of the hearing required under Rule 6(a), the Board shall publish notice of the hearing in a newspaper of general circulation in the District and provide written notice of the hearing to each institutional health care provider in the District.

(c) A representative of a paying provider is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments.

Rule 7. Depository.

(a) The District shall designate one or more banks as the depository for the District local provider participation fund wherein mandatory payments received by the District will be deposited.

(b) All income received by the District under these rules and procedures, including revenue from mandatory payments remaining after fees for assessing and collecting the payments are deducted, will be deposited in the local provider participation fund and may be withdrawn only as provided by these rules and procedures.

(c) All funds under these rules and procedures will be secured in the manner provided for securing other funds of the District.

Rule 8. Local Provider Participation Fund; Authorized Uses of Money.

(a) If the Hospital District requires a mandatory payment, it shall create a local provider participation fund

(b) The local provider participation fund of the District will consist of:

(1) revenue received by the District attributable to mandatory payments;
 (2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the District to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and

(3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

(1) fund intergovernmental transfers from the District to the state to provide the nonfederal share of Medicaid payments for:

(A) uncompensated care payments to hospitals in the Medicaid managed care service area in which the District is located, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

(B) delivery system reform incentive payments, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

(C) uniform rate enhancements for hospitals in the Medicaid managed care service area in which the District is located;

(D) payments available under another waiver program authorizing payments that are substantially similar to Medicaid payments to hospitals described by Rule 8(c)(1)(A), Rule 8(c)(1)(B), or Rule 8(c)(1)(C); or

(E) any reimbursement to hospitals for which federal matching funds are available;

(2) pay the administrative expenses of the District in administering the Program, including collateralization of deposits;

(3) refund of a mandatory payment collected in error from a paying provider;

(4) refund to paying providers the proportionate share of money that the District:

(A) receives from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments or uniform rate enhancements described by Rule 8(c)(1)(C); or

(B) determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments of uniform rate enhancements described by Rule 8(c)(1)(C).

(5) transfer funds to the Health and Human Services Commission if the District is legally required to transfer the funds to address a disallowance of federal matching funds with respect to programs for which the District made intergovernmental transfers described by Rule 8(c)(1); and

(6) reimburse the District if the District is required by the rules governing the uniform rate enhancement program described by Rule 8(c)(1)(C) to incur an expense or forego Medicaid reimbursements from the State because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other District funds.

(e) An intergovernmental transfer of funds described by Rule 8(c)(1) made by the District, any funds received by the state, District, or other entity as a result of that transfer may not be used by the state, District, or other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Mandatory Payments

Rule 9. Mandatory Payments Based on Paying provider Net Patient Revenue.

(a) Except as provided by Rule 11, if the Board collects a mandatory payment, it may require that a mandatory payment be assessed annually or periodically throughout the year at the discretion of the Board on the net patient revenue of each institutional health care provider located in the in the District.

(b) The Board shall provide an institutional health care provider written notice of each assessment and the mandatory payments shall be made not later than thirty (30) days following the date of receipt of the notice of payment.

(c) In the first year in which the mandatory payment is required, the mandatory payment is assessed based on the most recent year data collected pursuant to Rule 5(a). If no such data are available for an institutional health care provider, the mandatory payment may be calculated based on the institutional health care provider's Medicare cost report submitted for the previous year or for the closest subsequent year for which the provider submitted the Medicare cost report.

(d) The District shall update the amount of the mandatory payment on an annual basis.

Rule 10. Mandatory Payment Requirements

(a) The amount of a mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying provider in the District.

(b) If the Board requires a mandatory payment, it shall set the amount of the mandatory payment; the aggregate amount of the mandatory payments required of all paying providers in the District may not exceed six percent (6%) of the aggregate net patient revenue from hospital services provided by all paying providers in the District.

(c) Subject to the maximum amount prescribed by Rule 11(a), if the Board requires a mandatory payment, it shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the District for activities under these rules and procedures and to fund an intergovernmental transfer for purposes described in Rule 8(c).

(i) The annual amount of revenue from mandatory payments used for administrative expenses of the District for activities under these rules and procedures is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

(d) The mandatory payment may not be collected for the purpose of raising general revenue or any amount in excess of the amount reasonably necessary to fund the nonfederal share of a Medicaid supplemental payment program or Medicaid managed care rate enhancements for hospitals to cover the administrative expenses of the District associated with the Program.

(e) To the extent any Program provision or procedure causes a mandatory payment to be ineligible for federal matching funds, the Board may provide by rule for an alternative provision or procedure that conforms to the requirements of federal Centers for Medicare & Medicaid Services.

Rule 11. Mandatory Payment Prohibitions.

(a) The amount of the mandatory payment required of each paying provider may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying providers located in the in the District, equals an amount of revenue that exceeds six percent (6%) of the aggregate net patient revenue of all paying providers in the District.

(b) A mandatory payment may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(c) A paying provider may not add a mandatory payment required under this section as a surcharge to a patient.

(d) A mandatory payment assessed hereunder is not a tax for hospital purposes for purposes of Texas Constitution, Section 4, Article IX or Texas Health and Safety Code, §281.045.

Rule 12. Assessment and Collection of Mandatory Payments.

(a) The District may designate an official of the District or contract with another person to assess and collect of the mandatory payments.

(b) The person charged by the District with the assessment and collection of mandatory payments shall charge and deduct from the mandatory payments collected for

the District a collection fee in the amount not to exceed the person's usual and customary charges for like services.

(c) If the person charged with the assessment and collection of mandatory payments is an official of the District, any revenue from a collection fee charged under Rule (b) shall be deposited in the District's general fund and, if appropriate, shall be reported as fees of the District.

Rule 13. Interest and Penalties. Interest and penalties on late mandatory payments are governed by the law applicable to payment of county ad valorem taxes. Early payment and discounts applicable to county ad valorem taxes do not apply.

Rule 14. Limitation of District's Liability and Indemnification of the District.

(a) In consideration of the District creating the Program through adoption and implementation of these Rules and Regulations, the District shall not be liable:

- (1) for failure to make an intergovernmental transfer under the Program;
- (2) for failure to make an intergovernmental transfer timely under the

Program;

(3) for any disallowance of all or any part of the mandatory payments under the Program;

(4) for any recoupment of mandatory payments due to a state or federal agency related to a disallowance or termination of the Program.

(b) In consideration of the District creating the Program and by participating in the Program, each paying provider does hereby indemnify and hold the District harmless for:

(1) any mandatory payments due to the local provider participation fund under the terms and conditions of the Program by an institutional health care provider;

(2) any recoupment of a mandatory payments by any state or federal agency resulting from a state or federal agency's disallowance or termination of the Program;

(3) any damages, attorney fees or other expenses incurred by the District in performing its responsibilities under the Program.

Rule 1415. Amendment to these Nueces County Hospital District Health Care Provider Participation Program Rules and Procedures. These Rules and Procedures are subject to amendment only by action of the Board.

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EXHIBIT A-1

Institutional Health Care Providers

1. CHRISTUS Spohn Hospital Corpus Christi
2. Corpus Christi Rehabilitation Hospital
3. Driscoll Children's Hospital
4. PAM Rehabilitation Hospital of Corpus Christi
5. PAM Specialty Hospital of Corpus Christi North
6. South Texas Surgical Hospital
7. The Corpus Christi Medical Center – Bay Area

ABSENT: ()

all as shown in the official Minutes of the Board for the Meeting.

5. The attached Order is a true and correct copy of the original on file in the official records of the Hospital District; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code, as amended.
6. I am the Secretary of the Board having been duly appointed pursuant to Health Code, §281.023(b).
7. The foregoing Order is in full force and effect; that the same has not been rescinded, nor has it been amended or modified in any way.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Hospital District on this the 3rd day of August 2021.

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

{HOSPITAL DISTRICT SEAL}

**INTERLOCAL AGREEMENT
BETWEEN ARANSAS COUNTY, TEXAS AND NUECES COUNTY, TEXAS
FOR JAIL SERVICES**

This **INTERLOCAL AGREEMENT** (“Agreement”) is made pursuant to the *Interlocal Cooperation Act*, Chapter 791 of the Texas Government Code, by and between **COUNTY OF ARANSAS, TEXAS**, a political subdivision of the State of Texas, referred to as “Aransas County,” and the **COUNTY OF NUECES, TEXAS**, a political subdivision of the State of Texas, referred to as “Nueces County,” with both entities sometimes being collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorize units of local government to contract with one or more units of local government to perform government functions and services; and,

WHEREAS, the Aransas County Sheriff has informed the Aransas County Commissioners Court that the Aransas County Jail sometimes has excess capacity that could be utilized by other local enforcement agencies when they have a need to reduce jail overcrowding in their jail facilities; and,

WHEREAS, the Nueces County Commissioners Court has determined that its jail, at times, faces issues related to overcrowding; and,

WHEREAS, on July 7, 2021, the Nueces County Commissioners Court determined that its jail is currently overcrowded due to the effects of COVID-19; and,

WHEREAS, the Parties desire to enter into an agreement to set forth terms and conditions which will allow Nueces County to house inmates to Aransas County at times.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is for Aransas County and Nueces County to set forth terms and conditions necessary to allow Nueces County to house inmates at the Aransas County Jail on occasion.
2. Term. This Agreement shall be effective upon the full execution by the Parties and shall remain in effect until December 31, 2021. It shall then automatically renew each year on the 1st of January unless otherwise terminated.

Either Party may terminate this Agreement by giving the other Party at least thirty (30) days advanced written notice to the Sheriff and County Judge of that county. Such notice of termination shall be sent by certified mail with return receipt requested.

3. Jail and Detention Services. Aransas County agrees to book, accept, and admit into the Aransas County Detention Center (the “Jail”) inmates arrested by Nueces County when the Jail has excess capacity. The following terms and conditions shall apply:

a. *Payment for Detention.* Nueces County agrees to pay Aransas County a fee of Sixty Dollars (\$60.00) for the day of initial booking Nueces County Inmates into the Aransas County Jail. This fee covers the cost of booking and holding an inmate for a period of up to six (6) hours. This cost only applies if an inmate is housed for a period of less than six (6) hours on the initial day.

If a Nueces County inmate is held at the Aransas County Jail for more than six (6) hours, even on the initial day, Nueces County shall pay a daily (a twenty-four (24) hour period that constitutes a calendar day) fee of Seventy-Four Dollars (\$74.00). The daily fees include costs for feeding, care, housing, and upkeep of the inmates.

The fees described in this Section shall automatically increase each year by Three percent (3%) and such increases shall go into effect on January 1.

b. *Transportation and/or Guard Services.* It is understood that Nueces County shall generally be responsible for the transportation of its inmates. In some cases, however, Aransas County may need to transport Nueces County inmates. If Aransas County transports a Nueces County inmate, Nueces County shall pay Nineteen Dollars (\$19.00) per man-hour or fraction thereof for transporting services. Nueces County shall pay the same amount for escorting guard services.

The fees described in this Section shall automatically increase each year by Three percent (3%) and such increases shall go into effect on January 1.

c. *Medical Clearance.* All Nueces County inmates must be medically cleared per Aransas County's policies. Aransas County will not accept inmates that require immediate medical attention.

d. *Medical Services.* The Aransas County Sheriff will follow Aransas County policies and shall furnish medical services to Nueces County inmates pursuant to the Aransas County's Health Services Plan. The County's Plan document is on file with the Texas Commission on Jail Standards.

e. *Financial Responsibility for Inmate Care.* The daily fee described in Paragraph a includes basic medical care, such as on-site sick call and providing non-prescription, over the counter, routine drugs, and medical supplies. However, if and when a Nueces County inmate receives or is receiving urgent care or other needed medical care or treatment that is beyond the scope of basic health services provided under the plan document, such as medical/health/dental/psychological/psychiatric services provided outside of the Aransas County Detention Center or by those other than Jail staff, Nueces County shall be financially responsible.

In the event that a Nueces County Inmate should require transport to an outside medical facility for treatment, Aransas County shall transport or arrange for transport of said Nueces County inmate to Christus Spohn Shoreline Hospital if the situation permits. Aransas County Jail Management shall notify Nueces County within two (2) hours of the medical care and treatment. Nueces County may elect to resume custody of the inmate to manage costs and utilization of services.

f. *Direct Billing for Inmate Care.* Aransas County has the authority to provide billing information for Nueces County for any off-site provider to bill for costs associated with a Nueces County inmate to the following address:

NUECES COUNTY HOSPITAL DISTRICT
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

g. *Reimbursement for Costs of Inmate Care.* In the event that direct billing to Nueces County is not available, Nueces County agrees to compensate Aransas County within thirty (30) days of receiving an invoice for the services provided to a Nueces County inmate.

h. *Invoicing.* Aransas County will invoice Nueces County monthly for all amounts due. Nueces County shall remit payment within thirty (30) days from the date of the invoice.

i. *Control of Jail Facility.* It is specifically agreed that the Aransas County Detention Center shall remain under the sole and complete control of the Aransas County Commissioners Court and that the Aransas County Sheriff shall possess and maintain statutory authority and responsibility to exercise full control over Jail operations. Nueces County shall have no control over the maintenance, operation, or staffing of the Jail. Aransas County shall have sole and complete control over the hiring, discharge, training, utilization, and scheduling of Jail staff.

j. *No Guarantee of Available Space for Inmates.* The Parties specifically acknowledge that Aransas County has no obligation to provide space for inmates from other jurisdictions, including Nueces County, and that there is absolutely no guarantee that space will be available at any given time.

k. *Non-Exclusivity of Agreement.* The Parties acknowledge that both Parties may enter into similar agreements with other counties, cities, agencies, or governmental entities.

4. Payments from Current Revenues. Each party paying for the performance of governmental functions or services shall make those payments from current revenues.

5. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall either be delivered or mailed by certified mail, return receipt requested, to the parties at the following addresses:

ARANSAS COUNTY:

C.H. "Burt" Mills, Jr.
2840 HWY 35 N
Rockport, TX 78382

and

Sheriff Bill Mills
714 East Concho St.
Rockport, TX 78382

NUECES COUNTY:

Barbara Canales
901 Leopard St., Rm. 303
Corpus Christi, TX 78401

and

Sheriff J.C. Hooper
901 Leopard St.
Corpus Christi, TX 78401

The addresses listed above may be changed if a Party provides written notice to the other Party.

6. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective party shall remain solely the employees, contractors, and agents of that respective party.

7. Hold Harmless and Tort Claim Act:

a. *Hold Harmless.* To the extent permitted by the Constitution and the laws of the State of Texas, subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THE PARTIES MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

b. *Nueces County Liability.* Nueces County shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the Nueces County's performance or nonperformance of the services and duties herein stated, but only in regard to transfer of inmates by and duties herein assigned to Nueces County and specifically excluding the actual incarceration of any inmates by the Aransas County. Nueces County retains full responsibility for each inmate until that inmate has been processed into the Aransas County Detention Center and shall assume that same responsibility upon transport of the Nueces County inmate out of the Aransas County Detention Center by Nueces County. Notwithstanding Section 11 herein, venue within this provision shall be in Nueces County. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO WAIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THAT

NUECES COUNTY MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

c. *Aransas County Liability.* Aransas County shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Aransas County's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding, incarceration, and transportation of inmates by Aransas County in the Aransas County Detention Center and specifically excluding when any other agency facilitates the transfer of inmates to and from the Aransas County Detention Center.

8. Compliance with the Prison Rape Elimination Acts. The Aransas County Detention Center shall comply with the Prison Rape Elimination Act (PREA), 42 U.S.C. 15601 and the Prison Rape Elimination Act in Section 501.172 of the Texas Government Code. The Aransas County Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct background investigations on all employees, volunteers, students, or other contractors that may have contact with inmates. The Aransas County Sheriff will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies.

9. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

10. No Waiver. Failure of any Party, at any time, to enforce any provisions of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived it. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach

11. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Aransas County, Texas.

12. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement.

Any amendment to this Agreement shall be attached to this Agreement and all of the terms

herein that are not specifically addressed in the amendment shall remain in full force and effect.

13. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein. The Parties have the exclusive rights to bring suit to enforce this Agreement and no other person or entity may bring suit as a third party beneficiary, or otherwise.

14. Severability. If any provision, clause, or section of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect and for any reason, the Parties agree that all of the remaining provisions, clauses, and sections of this Agreement shall remain in full force and effect.

15. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

16. Counterparts. This Agreement may be executed in any number of counterparts and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

17. Authorization. The undersigned officers and/or agents of the respective party hereto are the properly authorized officials of the party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

APPROVED:

APPROVED:



Bill Mills
Sheriff Aransas County




J.C. Hooper
Sheriff Nueces County

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last written below.

“ARANSAS COUNTY”
Aransas County, Texas

“NUECES COUNTY”
Nueces County, Texas

By: 
C. H. “Burt” Mills, Jr., County Judge

By: 
Barbara Canales, County Judge


Date: 07/12/21

Date: July 7, 2021

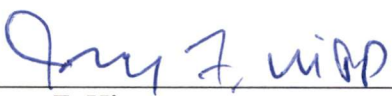


ATTEST:
(seal)

Carrie Arrington, County Clerk

ATTEST:
(seal)

Kara Sands, County Clerk

NUECES COUNTY HOSPITAL DISTRICT
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

By: 
Jonny F. Hipp
Administrator/Chief Executive Officer

Date of Commissioners Court: 7-Jul-21

Contract # 20210405 7/1

ROUTING/CHECKLIST FOR AGENDA ITEM

Item Description: Interlocal Agreement w/ Aransas Co. for Jail Services

Originating Office: NCSO

Contact Name: Cynthia Martinez / Tara Phone #: 887-2225

Number of original sets of contracts for signature: 4 (minimum of 3)

Indicate required action with a X. Individual that completes the action MUST place initials.

Action Requested	Initial when Complete	
<u>X</u>	<u>[Signature]</u>	Originating office submits paperwork and attachments to Office of Commissioners Court Administration (OCCA) 2 days prior to Court.
<u>X</u>	<u>[Signature]</u>	Before Commissioners Court commences, OCCA gives AGENDA ITEMS to the County Clerk Admin Asst./Deputy. As actions are taken, County Clerk Deputy assigns contract numbers.
<u>X</u>	<u>[Signature]</u>	After court adjournment, the County Clerk will return the contracts/resolutions to the County Judge's office for signature.
<u>X</u>	<u>[Signature]</u>	Office of the County Judge obtains signatures on paperwork as needed from: <input checked="" type="checkbox"/> County Judge <input type="checkbox"/> Commissioners <input type="checkbox"/> County Attorney <u>[Signature]</u> Hospital District <u>[Signature]</u> Sheriff's Office <u>[Signature]</u> Vendor
<u>X</u>	<u>[Signature]</u>	Office of the County Judge sends signed paperwork to County Clerk to attest Judge's signature as needed.
<u>X</u>	<u>[Signature]</u>	Office of the County Clerk returns attested original(s) to the County Judge's office for distribution.
<u>X</u>	<u>[Signature]</u>	County Judge's Office is to return originals as follows:
<u>[Signature]</u>	<u>1</u>	Original contract/resolution for County Clerk to file.
<u>[Signature]</u>	<u>1</u>	Original for County Judge
<u>[Signature]</u>	<u>1</u>	Original(s) for Originating Department
<u>[Signature]</u>		Copy for originating Department
<u>[Signature]</u>		*Executing Party/Contractor (Fill out completely by originating office):
		Name _____
		Address _____
		City, State, Zip _____
		Telephone # _____ Email _____

Commissioners Court - Regular

3. A. 2.

Meeting Date: 07/07/2021

ILA with Aransas Co. for Jail Services

Submitted By: Tara Corwin, Commissioners Court Admin

Department: NCSO

Information

RECOMMENDATION

Discuss and consider Interlocal Agreement between Aransas County and Nueces County for Jail Services related housing of prisoners.

BACKGROUND

DISCUSSION

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

ILA w/ Aransas Co. for Jail Services

**INTERLOCAL AGREEMENT
BETWEEN VICTORIA COUNTY, TEXAS AND NUECES COUNTY, TEXAS
FOR JAIL SERVICES**

This **INTERLOCAL AGREEMENT** (“Agreement”) is made pursuant to the *Interlocal Cooperation Act*, Chapter 791 of the Texas Government Code, by and between **COUNTY OF VICTORIA, TEXAS**, a political subdivision of the State of Texas, referred to as “Victoria County,” and the **COUNTY OF NUECES, TEXAS**, a political subdivision of the State of Texas, referred to as “Nueces County,” with both entities sometimes being collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorize units of local government to contract with one or more units of local government to perform government functions and services; and,

WHEREAS, the Nueces County Commissioners Court has determined that its jail, at times, faces issues related to overcrowding; and,

WHEREAS, the Parties desire to enter into an agreement to set forth terms and conditions which will allow Nueces County to send inmates to Victoria County at times; and,

WHEREAS, on July 7, 2021, the Nueces County Commissioners Court determined that its jail is currently overcrowded due to the effects of COVID-19; and,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is for Victoria County and Nueces County to set forth terms and conditions necessary to allow Nueces County to house inmates at the Victoria County Jail on occasion.
2. Term. This Agreement shall be effective upon the full execution by the Parties and shall remain in effect until December 31, 2021. It shall then automatically renew each year on the 1st of January unless otherwise terminated.

Either Party may terminate this Agreement by giving the other Party at least thirty (30) days advanced written notice to the Sheriff and County Judge of that county. Such notice of termination shall be sent by certified mail with return receipt requested.

3. Jail and Detention Services. Victoria County agrees to book, accept, and admit into the Victoria County Jail inmates arrested by Nueces County when the Victoria County Jail has excess capacity. The following terms and conditions shall apply:

a. *Payment for Detention.* Nueces County agrees to pay Victoria County a fee of Sixty Dollars (\$60.00) for each day, or portion of a day of initial booking into the Victoria County Jail. A day is deemed to commence at midnight.

b. *Transportation and/or Guard Services.* It is understood that Nueces County shall generally be responsible for the transportation of its inmates to and from the Victoria County Jail. In some cases, however, Victoria County may need to transport Nueces County inmates. In the event that Victoria County transports any Nueces County inmate(s), the costs of the transport shall be invoiced to Nueces County.

Any transport by Victoria County of Nueces County inmates between the Nueces County Jail and the Victoria County Jail must be authorized by prior written approval from the Nueces County Sheriff's Department.

The County of Nueces shall make no transfer of Nueces County inmates to the Victoria County Jail without first receiving advance written approval from the Victoria County Sheriff or his designated representative. The County of Victoria reserves the right to refuse to house or accept an inmate brought to the Victoria County Jail by Nueces County if such prior approval has not been granted.

Victoria County Jail will not accept any Nueces County inmates that are classified as maximum security or sex offenders.

All Nueces County inmates will be housed together; Victoria County Jail will not house any inmates needed to be kept separate.

c. *General Terms.* The Victoria County Sheriff's Office agrees to provide the County of Nueces access to and use of the Victoria County Jail facilities for the holding and incarceration of Nueces County inmates and to provide adequate personnel necessary to supervise the inmates, to provide food, routine medical treatment, and other appropriate necessities.

Nueces County agrees to bring with each inmate delivered to the Victoria County Jail copies of all packets, jail cards, arrest reports, classification data, and other information in the possession of Nueces County regarding each inmate and has the duty to provide written notice to The County of Victoria of any known dangerous propensities .

Nueces County will provide two sets of uniforms for each Nueces County inmate transported to The Victoria County Jail under this agreement.

d. *Medical Clearance.* Nueces County inmates must be medically cleared per Victoria County's policies. Victoria County will not accept inmates that require immediate medical attention.

Nueces County shall make no transfer of any inmates to the Victoria County Jail where Nueces County has knowledge or has reason to believe at the time of transfer that the inmate(s) has medical necessities and/or medical conditions requiring ongoing medical

care, treatment, or services or where the inmate(s) has a diagnosis of a major or chronic medical conditions.

e. *Medical Services.* The Victoria County Sheriff will follow Victoria County health care policies and shall furnish medical services to Nueces County inmates. The County of Victoria agrees to offer all Nueces County inmates transferred and booked into the Victoria County Jail the same level of medical treatment administered to Victoria County inmates for routine medical treatment in the Victoria County Jail Infirmery at the same cost born by Victoria County inmates. The County of Nueces will be advised of any medical problems that an inmate from Nueces County may develop.

If a Nueces County inmate develops a substantial or major medical problem which requires immediate hospitalization or emergency room services, the Victoria County Jail medical unit will stabilize the patient affected to the extent practical prior to Victoria County Jail's transfer to an off site medical facility, and Nueces County will be immediately notified verbally and in writing of the inmates condition. However if the actual or apparent condition of the inmate patient is such that it appears to the Victoria County Jail infirmery health care provider to be an emergency and that delay could be harmful or possibly life-threatening, immediate hospitalization will be deemed necessary, and the inmate will be immediately transferred to an off-site medical facility. If the situation requires that a Nueces County inmate be transferred to a hospital facility or emergency room, Victoria County shall transfer the inmate to Citizens Medical Center, 2701 Hospital Drive Victoria, Texas 77901, or as otherwise designated in writing by the Hospital District and notice of such designated facility has been provided to Victoria County, Victoria County Sheriff's Department and the Nueces County Sheriff's Department.

The County of Nueces will be notified as soon as practical of the transfer of any Nueces County inmate to an off-site medical facility. Prior consent from The County of Nueces for such transfer under the aforementioned emergency circumstances shall not be necessary.

f. *Financial Responsibility for Inmate Care.* The daily fee described in Paragraph a includes basic medical care, such as on-site sick call and providing non-prescription, over the counter, routine drugs, and medical supplies. However, if and when a Nueces County inmate receives or is receiving urgent care or other needed medical care or treatment that is beyond the scope of basic health services provided, such as medical/health/dental/psychological/psychiatric services provided outside of the Victoria County Jail Infirmery or by those other than Jail staff, Nueces County shall be financially responsible for such services. Victoria County Jail Management shall notify Nueces County and the Nueces County Sheriff of the medical care and treatment. Nueces County may elect to resume custody of the inmate to manage costs and utilization of services.

In the event a Nueces County inmate patient who is being housed at Victoria County Jail is admitted into an off-site hospital in Victoria County, Victoria County will be responsible for providing any necessary or required security of the Nueces County inmate patient for the duration of the inmate patient's hospital stay, and Nueces County will be invoiced for

the cost of said security.

g. *Direct Billing for Inmate Care.* Victoria County shall provide Nueces County billing information to any off-site medical provider to bill for costs associated with a Nueces County inmate at the following address:

Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

h. *Reimbursement for Costs of Inmate Care.* In the event that direct billing to Nueces County is not available, Nueces County agrees to compensate Victoria County within thirty (30) days of receiving an invoice for the services provided to a Nueces County inmate.

i. *Invoicing.* Victoria County will invoice Nueces County monthly for all amounts due. Nueces County shall remit payment within thirty (30) days from the date of the invoice.

j. *Control of Jail Facility.* It is specifically agreed that the Victoria County Jail shall remain under the sole and complete control of the Victoria County Commissioners Court and that the Victoria County Sheriff shall possess and maintain statutory authority and responsibility to exercise full control over Victoria County Jail operations. Nueces County shall have no control over the maintenance, operation, or staffing of the Victoria County Jail. Victoria County shall have sole and complete control over the hiring, discharge, training, utilization, and scheduling of Victoria County Jail staff.

k. *No Guarantee of Available Space for Inmates.* The Parties specifically acknowledge that Victoria County has no obligation to provide space for inmates from other jurisdictions, including Nueces County, and that there is absolutely no guarantee that space will be available at any given time.

The determination of whether a Nueces County inmate shall be accepted for incarceration/housing in the Victoria County Jail shall be at the sole discretion of Victoria County. In no event shall Victoria County be required to accept Nueces County inmates if such transfer of inmates will cause the County of Victoria's jail facilities to be in violation of the standards established by the Texas Commission on Jail Standards.

Nothing contained herein shall be construed to compel The County of Victoria to accept any Nueces County inmates if acceptance of such inmates would place The County of Victoria in violation of any law or regulation or court order.

Whenever, in the assessment of the Victoria County Sheriff, the population of the Victoria County Jail reaches a level which jeopardizes the ability of the Victoria County Jail to comply with provisions of the Texas Commission on Jail Standards. The County of Nueces shall be required to remove or transfer its prisoners within 48-hours of receipt of

such notice.

l. Non-Exclusivity of Agreement. The Parties acknowledge that both Parties may enter into similar agreements with other counties, cities, agencies, or governmental entities.

4. Payments from Current Revenues. Each party paying for the performance of governmental functions or services shall make those payments from current revenues.

5. Notices. Whenever a notice is required to be given in writing and under this terms of this Agreement, such notices shall either be given by U.S. mail, by certified mail, return receipt requested, to the parties at the following addresses:

VICTORIA COUNTY:

Sheriff Justin Marr
101 North Glass Street
Victoria, Texas 77901

and

Judge Benjamin Zeller
115 N. Bridge Street, Room 127
Victoria, Texas 77901

NUECES COUNTY:

Sheriff J. C. Hooper
901 Leopard Street
Corpus Christi, Texas 78401

and

Judge Barbara Canales
901 Leopard St., Rm. 303
Corpus Christi, TX 78401

The addresses listed above may be changed if a Party provides written notice to the other Party.

6. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective party shall remain solely the employees, contractors, and agents of that respective party.

7. Hold Harmless and Tort Claim Act:

a. *Hold Harmless.* To the extent permitted by the Constitution and the laws of the State of Texas, subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THE PARTIES MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

b. *Nueces County Liability.* Nueces County shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of Nueces County's performance or nonperformance of the services and duties herein stated, but only in regard to transfer of inmates by and duties herein assigned to Nueces County and specifically excluding the actual incarceration/housing of any Nueces County inmates by Victoria County. Nueces County retains full responsibility for each inmate until that inmate has been processed into the Victoria County Jail and shall assume that same responsibility in the event the inmate is transferred out of the Victoria County Jail by the Nueces County Sheriff.

c. *Victoria County Liability.* Victoria County shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Victoria County's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding, incarceration, and transportation of Nueces County inmates by Victoria County in the Victoria County Jail and specifically excluding when any other agency facilitates the transfer of Nueces County inmates to and from the Victoria County Jail.

8. Compliance with the Prison Rape Elimination Acts. The Victoria County Jail shall comply with the Prison Rape Elimination Act (PREA), 42 U.S.C. 15601 and the Prison Rape Elimination Act in Section 501.172 of the Texas Government Code. The Victoria County Jail has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Victoria County Jail will conduct background investigations on all employees, volunteers, students, or other contractors that may have contact with inmates. The Victoria County Sheriff will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies.

9. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

10. No Waiver. Failure of any Party, at any time, to enforce the provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived it. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

11. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Nueces County, Texas.

12. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing

that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

13. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein. The Parties have the exclusive rights to bring suit to enforce this Agreement and no other person or entity may bring suit as a third party beneficiary, or otherwise.

14. Severability. If any provision, clause, or section of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect and for any reason, the Parties agree that all of the remaining provisions, clauses, and sections of this Agreement shall remain in full force and effect.

15. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

16. Counterparts. This Agreement may be executed in any number of counterparts and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

17. Authorization. The undersigned officers and/or agents of the respective party hereto are the properly authorized officials of the party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

Approved:

Approved:

Justin Marr
Victoria County Sheriff

J. C. Hooper
Nueces County Sheriff

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last written below.

“VICTORIA COUNTY”
Victoria County, Texas

“NUECES COUNTY”
Nueces County, Texas

By: _____
Benjamin Zeller
Victoria County Judge

By: Blc
Barbara Canales
Nueces County Judge

Date: _____

Date: 7/7/2021

ATTEST:
(seal)

ATTEST:
(seal)

County Clerk

Kara Sands
Kara Sands, County Clerk



NUECES COUNTY HOSPITAL DISTRICT
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

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

EMPLOYMENT AMENDMENT NO. 1

NUECES COUNTY HOSPITAL DISTRICT ADMINISTRATOR EMPLOYMENT AGREEMENT

WHEREAS, the Nueces County Hospital District, by and through its Board of Managers (the “Board”) and Jonny F. Hipp, who was the person appointed by the Board as the Administrator (the “Administrator”) of the Nueces County Hospital District entered into an Employment Agreement (the “Agreement”) on September 14, 2018 employing Administrator as the District’s Administrator and Chief Executive Officer.

WHEREAS, the term of the parties Agreement is for four years, beginning on October 01, 2018 and ending on September 30, 2022.

WHEREAS, on September 15, 2020, the Administrator’s salary was adjusted by action of the Board and where although Administrator received payment accordingly, the Board’s action was not reflected by amendment to the Agreement.

WHEREAS, the parties now want to issue an Amendment to the Agreement to reflect the action taken by the Board on September 15, 2020.

NOW THEREFORE, Nueces County Hospital District and Jonny F. Hipp do hereby mutually agree to the following amendment to the Administrator’s Employment Agreement:

1. To strike Paragraph 3(a) (vii) in the original Agreement stating the amount of the Administrator’s salary for a twelve-month period and replace it with the following:

(vii) the Board’s desire to achieve consistency, stability and longevity in the Administrator’s position, the Board hereby determines and agrees that for the remainder of the Term of the Agreement, beginning on October 01, 2020, the Hospital District shall pay the Administrator a salary amount of two hundred twenty-five thousand six hundred five dollars and sixty-four cents \$225,605.64 per twelve-month period during the Term (the “Salary”). The Salary shall be prorated for twenty-six (26) biweekly pay periods during each twelve-month period of the Term for any partial employment period. The Salary shall be subject to withholding taxes prescribed by applicable statutes and as additionally authorized by Administrator.

2. All other provisions of original contract shall remain the same.

IN WITNESS WHEREOF, the parties have hereto undertaken this Amendment and executed it as of the _____ day of August 2021.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

By: _____
Board Chairman or Vice-Chairman

Date: _____

JONNY F. HIPPI

By: _____
Jonny F. Hipp, ScD, FACHE

Date: _____