

1st Amendment to the Amended Cooperative Agreement for
City-Operated Corpus Christi-Nueces County Public Health District

This is an amendment to the Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District, attached hereto as **EXHIBIT A** and made a part hereof, originally dated February 15th, 2022, by and between Nueces County and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend the Amended Cooperative Agreement for City-Operated Corpus Christi-Nueces County Public Health District with the following amendments as follows:

Section 4. Financial Administration.

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

b. *County Payments for Health District.*

(1) The County's membership contribution for each Fiscal Year is **\$1,765,296**. The County's membership contributions will be due in equal monthly installments of **\$147,108**—no later than the first day of each month.

(2) In the event the City and the County agree to continue Health District services in future fiscal years, the City and County agree to negotiate the amount of the County's membership contribution for future fiscal years before or concurrent with the budgeting process for the Parties and before adopting future budgets to account for inflation and service levels. Agreement on such amended County membership contributions shall be reached by July 1st prior to each fiscal year, and in the absence of Agreement, the County agrees for the next fiscal year to continue payment of the County's membership contribution currently in place. The City may terminate and/ or suspend services where payment has not been agreed upon by July 1st, beginning the fiscal year for which the Health District budget is being negotiated.

(3) If the County proposes, adopts, or amends a budget to provide less funding than the previous fiscal year or as agreed, County will immediately notify the City of such proposal, adoption, or amendment. Budgeted services within Nueces County by the Health District will be adjusted accordingly.

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

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

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

(1) For the duration of this amendment, funds from existing DSHS grants and contracts will continue to be transferred to the City for the performance of the listed services; unless prohibited by the grant's terms,

all existing grants will remain with the Health District and be managed by the City, and existing grant funds will be transferred to the control and administration of the City. If grants are delayed, restricted, or slowed, the City will not consider the County responsible therefor, but the County agrees to use its best efforts to provide for transfer of grant control to the City.

(2) *County Grants for Health Services to be performed by Health District.* The County reserves the right to seek grants to perform public health functions after October 1, 2024. Notwithstanding anything herein this agreement, the County may apply for grants that the County will be performing independent of the Health District and such related funds shall be kept by the County.

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

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

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

(5) Any grant funds, State or Federal program reimbursements, or fees for service programs received by the County on behalf of the Health District or intended for the Health District will be transferred to the City within 30 days of receipt.

(6) The County's Director of Health and Wellness will be the liaison for the County. The County's Director of Health and Wellness and Public Health Director or designee shall meet monthly to discuss activities at the satellite clinic and mobile health clinic. Additional meetings may be requested as needed.

Section 13. Additional Services provided to County.

a. Calderon Clinic. For FY 23-24, the City or Health District will provide health personnel (employees or contractors) to operate a two-day per week (Tuesday and Thursday 9am-4pm) health clinic in the Calderon Building in Robstown; funding for the cost of the services offered are included in the current County's membership contribution. The clinic will be a satellite office of services currently provided by the Health District, which include but are not limited to, a. immunizations for children and adults eligible under State /Federal immunization program; b. preventative health screening for diabetes, high blood pressure (hypertension), and high cholesterol; c. health screening and treatment for sexually transmitted infections (STIs); d. HIV screening, risk-reduction counseling, and care coordination; e. tuberculosis (TB) screening and reporting.

b. Mobile Health Clinic Bus. For FY 23-24, the City or Health District will provide health personnel employees or contractors for the operation of a two-day per month (Every other week; 4hrs each day) mobile health clinic in exchange for the County provision of funds for such function which are included in the current County's membership contribution. The mobile clinic will be a satellite office of services currently provided by the Health District, which include but are not limited to, a. immunizations for children and adults eligible under State /Federal immunization program; b. preventative health screening for diabetes, high blood pressure (hypertension), and high cholesterol; c. HIV risk-reduction counseling, and care coordination. The County will provide the bus, maintenance, and fuel for the said function. The County will provide the driver and motor vehicle liability insurance for operation of the bus.

All other items and conditions of the original agreement remain effective and in full force.

EXECUTED on the ____ day of _____, 2024.

On behalf of Nueces County, Texas:

Connie Scott
Nueces County Judge

Robert Hernandez
Commissioner, Precinct 1

Joe A. Gonzalez
Commissioner, Precinct 2

Attest:

Kara Sands, County Clerk

John Marez
Commissioner, Precinct 3

Brent Chesney
Commissioner, Precinct 4

Approved as to Form:

Jenny Dorsey, County Attorney

On behalf of City of Corpus Christi, Texas:

Peter Zanoni
City Manager

Attest:

Rebecca Huerta, City Secretary

Approved as to Form:

Miles Risley, City Attorney