

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 2021-2022 ~~from~~ County Dep't 3091 City/Co Health Unit. ~~will be \$943,000 (remaining budgeted amount in that County fund) and for County Dep't 1377-1115 Waiver Funds will be \$837,400 (remaining budgeted amount in that County fund minus unfilled employee positions without job descriptions).~~ The County's membership contributions for Fiscal Year 2021-2022 will be due in equal monthly installments of \$147,108 \$134,714 and \$119,629 for each of the two aforementioned funds ~~for the remainder of Fiscal Year 2021-2022~~ no later than the first day of each month. **These amounts shall be in addition to the transferred grant amounts described in subsection c.(2) below.** ~~In addition, payments owed on the Effective Date for past services of the Health District (currently estimated at \$320,426) will be brought current within 30 days after the Effective Date of this Agreement. (This number will be identified at the time of signing, and may) be different from the number listed today 2/ 4/ 22)~~

(2) ~~To account for inflation and service levels, T~~ the City and the County agree to negotiate additional County membership contributions payments for future fiscal years before or concurrent with the budgeting process for the Parties and before adopting future budgets. Agreement on such additional County membership contributions payment amounts shall be reached by July 1st prior to each fiscal year, and in the absence of Agreement, the County agrees to the last County-approved amount of additional membership contribution. ~~the City may terminate and/ or suspend services where payment has not been agreed upon on the October 1st beginning the fiscal year for which the Health District budget is being negotiated.~~

(3) 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 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)~~ 4 If the County is in arrears on payments more than 90 days to the City, the Health District may suspend all or some of the services provided to areas outside the City limits and/ or require payment for services provided to non-City residents and/ or suspend the operation of County-requested programs and/ or programs established to benefit the County or Hospital District. Such suspension may be for the period of arrearage or other period as necessary to ensure the Health District is operated with its budget.

Both sides acknowledge that some programs may not be suspended in order to comply with grant conditions or laws, but such failure to suspend shall not waive the City's rights pursuant to this paragraph.

(6-5) The following contracts of the Health District that were approved by the County will be adopted by the City, and the City will be responsible for compliance with the terms therein:

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

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

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

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

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

Name of Grant (County Administered)	Time Period	Grant Amount	Match
HHS000812700015, Amendment No. 1	9/10/2020 – 7/31/2023	\$3,550,004	
IDCU/COVID			
HHS001077800001	09/09/2021 - 06/30/2023	\$900,000	
COVID - Public Health Crisis Response Cooperative Agreement			
CONTRACT NO. HHS001057600014	9/01/2021 -5/31/2023	\$500,000	
COVID-19 Health Disparities Grant			

HHS000288900003	01/01/2019 - 08/31/2022	\$1,011,806	
STD/HIV contract			
CONTRACT NO. 537-18-0368-00001, Amendment No. 4	9/01/2021 -8/31/2022	\$209,694	
HIV surveillance			
537-18-0172-00001, Amendment No. 5	07/01/2017 - 06/30/2022	\$1,306,072	\$24,000 for FY 2022
Public Health Emergency Preparedness Contract			
HHS000812700015	8/01/2020 – 4/30/2022	\$1,410,636	
IDCU/COVID			
TX Beach Water 2632 21-043-001 Work Order #C992		\$127,000	
Retention Grant if not distributed by March 1st		\$ _____	

Name of Grant (City Administered)	Time Period	Amount	Match
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HHS000802100001	10/01/2020 - 09/20/2025	\$1,005,493	
Women, Infants and Children's Nutrition Grant Program		for FY22 funding year	
HHS001019500010, Amendment No. 1	5/14/2021 - 06/30/2024	\$22,800,779	
COVID-19 Vaccination Capacity Contract			
HHS001021100001	09/01/2021 - 08/31/2023	\$328,736.00	
Preventive Health and Health Services Block Grant			
HHS000442100001	09/01/2021 - 08/31/2023	\$10,000	
Laboratory response network influenza surveillance and epidemiology grant contract			
HHS001076700001	11/02/2021 - 06/30/2023	\$1,550,000	
CPS-PH-Workforce			
HHS001096400011	12/16/2021 - 12/31/2022	\$58,014	\$9,669

TUBERCULOSIS PREVENTION AND CONTROL – FEDERAL GRANT PROGRAM			
HHS00011400001, Amendment No. 3	9/01/2018 – 8/31/2022	\$1,058,988	
IMM/LOCALS			
HHS000436300009, AMENDMENT NO. 2	9/01/2021 – 8/31/2022	\$409,711	
TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM			
HHS000112500001, AMENDMENT NO. 2	9/01/2021 – 8/31/2022	\$112,000	
laboratory services for the analysis of bay water samples			
HHS000461700001, AMENDMENT NO. 2	9/01/2021 – 8/31/2022	\$61,645	\$12,329
DSHS TB Prevention and Control			
537-18-0147-00001, Amendment No. 5	07/01/2017 - 06/30/2022	\$1,120,781	\$20,555 for FY2022
Laboratory Response Network (LRN-PHEP) Contract			
HHS000904900001, AMENDMENT NO. 2	05/15/2020 - 03/15/2022	\$578,850	
Coronavirus 2019 (COVID-19) response			

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

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

(5) The City acknowledges that any reimbursement the County may receive as reimbursement for a portion of its expenditures from the 1115 Waiver program are to be negotiated between the County and the administrators of the program, independent of this Agreement, and do not impact the financial obligation

of the County to the District. This amount will not be used to increase the amount paid by the County for the Services of the Health District. Health District expenditures for documenting the 1115 waiver program will be charged to the County.

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

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

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

(8) 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.

Section 13. Additional Services provided to County.

a. Calderon Clinic. For FY ~~23-24~~ ~~21-22~~, the City or Health District will provide health personnel (employees or contractors) to operate a one ~~two~~-day per week health clinic in the Calderon Building in Robstown in exchange for the County's funding the cost of the services offered. The clinic will be a satellite office of services currently provided by the Health District. . Continuation of these services in future fiscal years is subject to funding and sufficient facilities in the Calderon building to house the services. These services will begin on or before August 1, 2022, subject to agreement on funding by July 1, 2022 and sufficient facilities in the Calderon building to house the services. The days of operation will be chosen by the County, with the understanding that days may need to be changed to account for occasional absences of personnel.

b. Mobile Health Clinic Bus. ~~For FY 23-24, T~~the City or Health District will provide health personnel (employees or contractors for the operation of a one ~~two~~-day per month mobile health clinic in exchange for the County provision of funds for such function. The clinic will be a satellite office of services currently provided by the Health District. The County will provide the bus, maintenance, and fuel for the said function. ~~These services will begin by August 1, 2022, subject to bus availability and agreement on funding by July 1, 2022.~~ The County will provide the driver and motor vehicle liability insurance for operation of the bus. Continuation of these services in future fiscal years is subject to funding and bus availability. For Fiscal Year 2022-2023, the City will consider an expansion of the health clinic bus to 4 days per month, conditioned on the County agreement to payment for such additional expense.

Section 17. Sunset Review of Health District. The City will initiate a Sunset Review of the Health District by October 1, 2024., with such review concluding by December 31, 2024. within two years after the Effective Date and The City will initiate a Sunset Review of the Health District every 4 years thereafter. This Sunset Review will address the effectiveness and efficiency of the business model and service delivery to the entities who are members of the Health District. This Sunset Review will be performed by representatives appointed by the City Manager and the County Commissioners Court. The City Manager and the County Commissioner's Court will mutually select a consultant to administer the Sunset Review, with the cost of the consultant to be paid evenly between the members of the Health District. These representatives will include external health care professionals and a consultant. The City Council will use the findings of the Sunset Report as an advisory tool to decide how to move forward with the Health District.

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

EXECUTED on the ____ day of _____, 2023.

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

On behalf of City of Corpus Christi, Texas:

Peter Zanoni
City Manager

Attest:

Rebecca Huerta, City Secretary

John Marez
Commissioner, Precinct 3

Brent Chesney
Commissioner, Precinct 4

Approved as to Form:

Jenny Dorsey, County Attorney

Approved as to Form:

Miles Risley, City Attorney