



# CENTRAL HEALTH

## **Our Vision**

Central Texas is a model healthy community.

## **Our Mission**

By caring for those who need it most, Central Health improves the health of our community.

## **Our Values**

Central Health will achieve excellence through:

*Stewardship* - We maintain public trust through fiscal discipline and open and transparent communication.

*Innovation* - We create solutions to improve healthcare access.

*Respect* - We honor our relationship with those we serve and those with whom we work.

*Collaboration* - We partner with others to improve the health of our community.

## **BOARD OF MANAGERS MEETING**

**Wednesday, September 16, 2020, 5:30 p.m.**

**via toll-free videoconference<sup>1</sup>**

Members of the public may observe and participate in the meeting by connecting to the Ring Central meeting link listed below (copy and paste into your web browser):

<https://meetings.ringcentral.com/j/1480974071?pwd=akpzMHhXaVgxME8zMkRBVVdWZ3VzUT09>

Password: 658745

Members of the public may also listen and participate by telephone only:

Dial: (888) 501-0031

Meeting ID: 148 097 4071

Password: 658745

A member of the public who wishes to make comments during Public Communication must properly register with Central Health **no later than 4:00 p.m. on September 16, 2020**. Registration can be completed in one of two ways:

- Complete the virtual sign-in form at <https://www.centralhealth.net/meeting-sign-up/>, or
- Call 512-978-9190. Please leave a voice message with your full name and your request to comment via telephone at the meeting.

## **PUBLIC COMMUNICATION**

Central Health will conduct Public Communication in the same manner as it has been conducted at in-person meetings, including setting a fixed amount of time per person to speak and limiting Board responses to public inquiries, if any, to statements of specific factual information or existing policy.

## **CONSENT AGENDA**

All matters listed under the CONSENT AGENDA will be considered by the Board of Managers to be routine and will be enacted by one motion. There will be no separate discussion of these items unless members of

the Board request specific items be moved from the CONSENT AGENDA to the REGULAR AGENDA for discussion prior to the vote on the motion to adopt the CONSENT AGENDA.

- C1. Receive and ratify Central Health Investments for August 2020.
- C2. Take appropriate action on revisions to the Central Health Amended and Restated Bylaws as recommended by the ad hoc Policy and Bylaws Committee.
- C3. Approve the reappointment of Mr. Hal Katz and Dr. Guadalupe Zamora to the Integral Care Board of Trustees as recommended by the Executive Committee.
- C4. Approve an Interlocal Cooperation Agreement between Central Health and Austin Public Health for Collaborative Health Planning.
- C5. Approve proposed changes to the Central Health values statement as recommended by the Executive Committee.
- C6. Take appropriate action on a Central Health Historically Underutilized Business (HUB) disparity study as recommended by the Executive Committee.

## **REGULAR AGENDA**<sup>2</sup>

- 1. Receive and discuss a presentation on the proposed Central Health and Community Care Collaborative Fiscal Year 2021 Budgets, including Fiscal Year 2020 end-of-year estimates and ongoing budget strategies. (*Informational Item*)
- 2. Discuss and take appropriate action on the Central Health proposed Fiscal Year (FY) 2021 budget. (*Action Item*)
- 3. Discuss and take appropriate action on the Community Care Collaborative proposed Fiscal Year (FY) 2021 budget.<sup>3</sup> (*Action Item*)
- 4. Discuss and take appropriate action regarding Central Health's proposed 2021 tax rates:
  - a. Total Maintenance and Operations Tax Rate (Roll Call Vote);
  - b. Total Debt Service Tax Rate (Roll Call Vote); and
  - c. Total Ad Valorem Tax Rate (Roll Call Vote). (*Action Item*)
- 5. Receive a report on fiscal year-to-date health care service expenditures made by, and accept the August 2020 financial statements for, Central Health and the Community Care Collaborative. (*Action Item*)
- 6. Take appropriate action on a Central Health-CommUnityCare memorandum of understanding agreement related to reimbursement for COVID-19 expenses. (*Action Item*)
- 7. Receive a report on a Central Health employee Affirmative Action Study.<sup>3</sup> (*Informational Item*)

8. Receive a final progress update on priorities detailed in the Fiscal Year 2020 Budget Resolution aligned with the Strategic Goals and Objectives. (*Informational Item*)
9. Discuss and take appropriate action on the 1115 Medicaid Waiver, Delivery System Reform Incentive Payment (DSRIP) projects, the Community Care Collaborative, and other healthcare delivery partners, programs, projects, and arrangements, including agreements with Ascension Texas.<sup>3</sup> (*Action Item*)
10. Confirm the next regular Board meeting date, time, and location. (*Informational Item*)

Notes:

- <sup>1</sup> By Emergency Executive Order of the Governor, issued March 16, 2020, Central Health may hold a videoconference meeting with no Board members present at a physical meeting location.
- <sup>2</sup> The Board of Managers may take items in an order that differs from the posted order and may consider any item posted on the agenda in a closed session if the item involves issues that require consideration in a closed session and the Board announces that the item will be considered during a closed session.
- <sup>3</sup> Possible closed session discussion under Texas Government Code §551.071 (Consultation with Attorney).

A recording of this meeting will be made available to the public through the Central Health website ([www.centralhealth.net](http://www.centralhealth.net)) as soon as possible after the meeting.

Any individual with a disability who plans to attend this meeting and requires auxiliary aids or services should notify Central Health at least two days in advance, so that appropriate arrangements can be made. Notice should be given to the Board Governance Manager by telephone at (512) 978-8049.

Cualquier persona con una discapacidad que planea asistir o ver esta reunión y requiera ayudas o servicios auxiliares debe notificar a Central Health con la mayor anticipación posible de la reunión, pero no menos de dos días de anticipación, para que se puedan hacer los arreglos apropiados. Se debe notificar al Gerente de Gobierno de la Junta por teléfono al (512) 978-8049.

Consecutive interpretation services from Spanish to English are available during Public Communication or when public comment is invited. Please notify the Board Governance Manager by telephone at (512) 978-8049 if services are needed.

Servicios de interpretación consecutiva del español al inglés están disponibles durante la Comunicación Pública o cuando se le invita al público a comentar. Notifique al Gerente de Gobierno de la Junta por teléfono al (512) 978-8049 si necesita servicios.



# CENTRAL HEALTH

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## **BOARD MEETING**

**September 16, 2020**

## **CONSENT AGENDA ITEM 1**

Receive and ratify Central Health Investments for August 2020.

STATE OF TEXAS

COUNTY OF TRAVIS

CENTRAL HEALTH

Whereas, it appears to the Board of Managers of the Central Health, Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Board of Managers hereby orders

- 1.) that the County Treasurer of Travis County, Texas, acting on behalf of Central Health, execute the investment of these funds in the total amount of \$43,060,102.96 in legally authorized securities as stipulated in the Travis County Healthcare District Investment and Collateral Policy for the periods as indicated in Attachment A, which consists of 10 pages.
- 2.) that the County Treasurer, acting on behalf of Central Health, take and hold in safekeeping all individual security investment instruments, relinquishing same only by order of the Board of Managers or for surrender at maturity.

Date: September 16, 2020

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CHAIR, BOARD OF MANAGERS

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VICE CHAIR, BOARD OF MANAGERS

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CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/3/2020  
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TIME: 10:30  
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The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexDaily	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	2,850,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1600%
PRINCIPAL:	2,850,000.00	PURCHASED THRU:	TexDaily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,850,000.00	CUSIP #:	N/A
TRADE DATE:	8/3/2020	SETTLEMENT DATE:	8/3/2020

AUTHORIZED BY:

*Reagan Grimes*

\_\_\_\_\_  
CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 7/30/2020

TIME: 12:00 PM

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	FHLMC Callable	FUND NAME:	CENTRAL HEALTH OPERATING
PAR VALUE:	\$ 10,000,000.00	SAFEKEEPING NO:	P 31317
CUPON / DISCOUNT RATE	0.500%	PRICE:	100.0000000
MATURITY DATE:	8/12/2024 US TREASURY CONVENTION YLD		0.5000%
PRINCIPAL:	\$ 10,000,000.00	PURCHASED THROUGH:	STIFEL
ACCRUED INT:	\$ 0.00	BROKER:	MICHAEL BELL
TOTAL DUE:	\$ 10,000,000.00	CUSIP #:	3134GWKB1
TRADE DATE:	7/30/2020	SETTLEMENT DATE:	8/12/2020

AUTHORIZED BY: *Deborah A. Laudermilk*

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CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/10/2020

TIME: 12:00 PM

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	FNMA Callable	FUND NAME:	CENTRAL HEALTH OPERATING
PAR VALUE:	\$ 10,000,000.00	SAFEKEEPING NO:	P 31317
CUPON / DISCOUNT RATE	0.410%	PRICE:	99.9500000
MATURITY DATE:	8/12/2024 US TREASURY CONVENTION YLD		0.4226%
PRINCIPAL:	\$ 9,995,000.00	PURCHASED THROUGH:	C CAPITAL MARTKETS
ACCRUED INT:	\$ 0.00	BROKER:	ERIC AJLOUNY
TOTAL DUE:	\$ 9,995,000.00	CUSIP #:	3136G4H22
TRADE DATE:	8/10/2020	SETTLEMENT DATE:	8/12/2020

AUTHORIZED BY: *Deborah A. Laudermitk*

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CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/17/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexDaily	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	7,347.50	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1800%
PRINCIPAL:	7,347.50	PURCHASED THRU:	TexDaily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	7,347.50	CUSIP #:	N/A
TRADE DATE:	8/17/2020	SETTLEMENT DATE:	8/17/2020

AUTHORIZED BY:

*Reagan Grimes*

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/20/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION	TexPool	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	235,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE	N/A	PRICE:	100%
MATURITY DAT	N/A	BOND EQ. YIELD:	0.1811%
PRINCIPAL:	235,000.00	PURCHASED THRU:	TexPool
ACCRUED INT	N/A	BROKER:	N/A
TOTAL DUE:	235,000.00	CUSIP #:	N/A
TRADE DATE:	8/20/2020	SETTLEMENT DATE:	8/20/2020

AUTHORIZED BY:

*Reagan Grimes*

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/24/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	513,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1713%
PRINCIPAL:	513,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	513,000.00	CUSIP #:	N/A
TRADE DATE:	8/24/2020	SETTLEMENT DATE:	8/24/2020

AUTHORIZED BY:

*Reagan Grimes*

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/27/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION	TexPool	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	\$8,313,005.46	SAFEKEEPING NO:	N/A
CPN/DISC RATE	N/A	PRICE:	100%
MATURITY DAT	N/A	BOND EQ. YIELD:	0.1726%
PRINCIPAL:	8,313,005.46	PURCHASED THRU:	TexPool
ACCRUED INT	N/A	BROKER:	N/A
TOTAL DUE:	8,313,005.46	CUSIP #:	N/A
TRADE DATE:	8/27/2020	SETTLEMENT DATE:	8/27/2020

AUTHORIZED BY:

*Reagan Grimes*

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM


DATE: 8/28/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	114,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1619%
PRINCIPAL:	114,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	114,000.00	CUSIP #:	N/A
TRADE DATE:	8/28/2020	SETTLEMENT DATE:	8/28/2020

AUTHORIZED BY:

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/31/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	964,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1602%
PRINCIPAL:	964,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	964,000.00	CUSIP #:	N/A
TRADE DATE:	8/31/2020	SETTLEMENT DATE:	8/31/2020

AUTHORIZED BY:

*Reagan Grimes*

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/31/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	10,068,750.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1626%
PRINCIPAL:	10,068,750.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	10,068,750.00	CUSIP #:	N/A
TRADE DATE:	8/31/2020	SETTLEMENT DATE:	8/31/2020

AUTHORIZED BY: Reagan Grimes  
CASH/INVESTMENT MANAGER

CENTRAL HEALTH MONTHLY INVESTMENT REPORT  
 PORTFOLIO STATISTICS

DATE: August 31, 2020

By Fund Type

Operating	\$	200,940,142.33	97.01%
LPPF		6,182,947.49	2.99%
Bond Proceeds		-	0.00%
Other		-	0.00%
Total Portfolio	\$	<u>207,123,089.82</u>	<u>100.00%</u>

By Security Type

**Operating-**

TexasDAILY	\$	32,741,094.69	16.29%
TexPool	\$	55,655,464.99	27.70%
TexSTAR	\$	16,007,453.16	7.97%
TexasTERM CP		5,000,000.00	2.49%
Non-Int Bearing Bank Account		1,190,000.00	0.59%
Certificates of Deposit		-	0.00%
Treasury Securities		-	0.00%
Government Agencies		61,994,328.12	30.85%
Commercial Paper		16,813,830.17	8.37%
Municipal Bonds		11,537,971.20	5.74%
Total	\$	<u>200,940,142.33</u>	<u>100.00%</u>

**LPPF-**

TexPool		6,182,947.49	100.00%
Total	\$	<u>6,182,947.49</u>	<u>100.00%</u>

**Bond Proceeds-**

TexPool	\$	-	#DIV/0!
Total	\$	<u>-</u>	<u>#DIV/0!</u>

Compared to Policy Limits

		Actual %	Guidelines
TexasDAILY	32,741,094.69	16.39%	30.00%
TexPool	55,655,464.99	27.86%	50.00%
TexSTAR	16,007,453.16	8.01%	30.00%
TexasTERM CP	5,000,000.00	2.50%	30.00%
Total LGIPS	\$ 109,404,012.84	54.77%	70.00%
Certificates of Deposit	-	0.00%	50.00%
Treasury Securities	-	0.00%	100.00%
Government Agencies	61,994,328.12	31.04%	75.00%
Commercial Paper	16,813,830.17	8.42%	20.00%
Municipal Bonds	11,537,971.20	5.78%	20.00%
	<u>\$ 199,750,142.33</u>	<u>100.00%</u>	



Investment Revenue & Accrued Interest	August-20	Fiscal YTD
Interest/Dividends-		
TexasDAILY	\$ 5,472.98	\$ 465,540.71
TexPool	7,356.14	\$ 478,537.86
TexSTAR	853.37	\$ 82,907.38
TexasTERM CP	0.00	\$ -
Certificates of Deposit	0.00	\$ -
Treasury Securities	68,750.00	\$ 137,500.00
Government Agencies	0.00	\$ 345,826.25
Commercial Paper	0.00	\$ 41,338.80
Municipal Bonds	320,352.96	\$ 586,003.86
	<u>\$ 402,785.45</u>	<u>\$ 2,137,654.86</u>
Discounts, Premiums, & Accrued Interest		
TexasTERM CP	\$ 1,273.98	\$ 41,153.38
-less previous accruals	0.00	\$ (39,016.39)
Certificates of Deposit	0.00	\$ -
-less previous accruals	0.00	\$ -
Treasury Securities	1,577.04	\$ 125,899.95
-less previous accruals	(57,167.12)	\$ (172,002.29)
Government Agencies	49,302.38	\$ 796,604.66
-less previous accruals	0.00	\$ (489,627.62)
Commercial Paper	23,126.01	\$ 233,587.23
-less previous accruals	0.00	\$ -
Municipal Bonds	22,505.51	\$ 510,833.55
-less previous accruals	(318,518.61)	\$ (891,937.93)
	<u>\$ (277,900.81)</u>	<u>\$ 115,494.54</u>
 Total Investment Revenue & Accrued Interest	 <u>\$ 124,884.64</u>	 <u>\$ 2,253,149.40</u>

STATE OF TEXAS

COUNTY OF TRAVIS

CENTRAL HEALTH - LPPF

Whereas, it appears to the Board of Managers of the Central Health, Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for LPPF demand,

Now, Therefore, the Board of Managers hereby orders

- 1.) that the County Treasurer of Travis County, Texas, acting on behalf of Central Health LPPF, execute the investment of these funds in the total amount of \$170,000.00 in legally authorized securities as stipulated in the Travis County Healthcare District Investment and Collateral Policy for the periods as indicated in Attachment A, which consists of 2 pages.
- 2.) that the County Treasurer, acting on behalf of Central Health LPPF, take and hold in safekeeping all individual security investment instruments, relinquishing same only by order of the Board of Managers or for surrender at maturity.

Date: September 16, 2020

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CHAIR, BOARD OF MANAGERS

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VICE CHAIR, BOARD OF MANAGERS

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CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/20/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION	TEXPOOL	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	135,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE	N/A	PRICE:	100%
MATURITY DAT	N/A	BOND EQ. YIELD:	0.1811%
PRINCIPAL:	135,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT	N/A	BROKER:	N/A
TOTAL DUE:	135,000.00	CUSIP #:	N/A
TRADE DATE:	8/20/2020	SETTLEMENT DATE:	8/20/2020

AUTHORIZED BY:

*Reagan Grimes*

CASH/INVESTMENT MANAGER

CENTRAL HEALTH  
INVESTMENT DEPARTMENT  
SECURITY TRANSACTION FORM

DATE: 8/21/2020

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TEXPOOL	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	35,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.1747%
PRINCIPAL:	35,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	35,000.00	CUSIP #:	N/A
TRADE DATE:	8/21/2020	SETTLEMENT DATE:	8/21/2020

AUTHORIZED BY:

   
CASH/INVESTMENT MANAGER

CENTRAL HEALTH - LPPF INVESTMENT REPORT  
 PORTFOLIO STATISTICS

DATE: August 31, 2020

By Fund Type		
LPPF	\$ 6,182,947.49	100.00%
<b>Total Portfolio</b>	<b>\$ 6,182,947.49</b>	<b>100.00%</b>

By Security Type		
LPPF-		
TexasDAILY	\$ -	0.00%
TexPool	\$ 6,182,947.49	100.00%
TexSTAR	\$ -	0.00%
TexasTERM CP	\$ -	0.00%
Non-Int Bearing Bank Account	\$ -	0.00%
Certificates of Deposit	\$ -	0.00%
Treasury Securities	\$ -	0.00%
Government Agencies	\$ -	0.00%
Commercial Paper	\$ -	0.00%
Municipal Bonds	\$ -	0.00%
<b>Total</b>	<b>\$ 6,182,947.49</b>	<b>100.00%</b>

LPPF Investment Revenue & Accrued Interest	August-20	Fiscal YTD
Interest/Dividends-		
TexasDAILY	0.00	0.00
TexPool	1,182.25	120,238.08
TexSTAR	0.00	0.00
TexasTERM CP	0.00	0.00
Certificates of Deposit	0.00	0.00
Treasury Securities	0.00	0.00
Government Agencies	0.00	0.00
Commercial Paper	0.00	0.00
Municipal Bonds	0.00	0.00
<b>LPPF Total Investment Revenue &amp; Accrued Interest</b>	<b>\$ 1,182.25</b>	<b>\$ 120,238.08</b>



## CENTRAL HEALTH

### **Our Vision**

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### **Our Mission**

By caring for those who need it most, Central Health improves the health of our community.

### **Our Values**

Central Health will achieve excellence through:

*Stewardship* - We maintain public trust through fiscal discipline and open and transparent communication.

*Innovation* - We create solutions to improve healthcare access.

*Respect* - We honor our relationship with those we serve and those with whom we work.

*Collaboration* - We partner with others to improve the health of our community.

## **BOARD MEETING**

**September 16, 2020**

## **CONSENT AGENDA ITEM 2**

Take appropriate action on revisions to the Central Health Amended and Restated Bylaws as recommended by the ad hoc Policy and Bylaws Committee.

**AMENDED AND RESTATED BYLAWS OF THE  
TRAVIS COUNTY HEALTHCARE DISTRICT**

**EFFECTIVE ~~JUNE 1XXX~~, 202019  
BOARD OF MANAGERS**

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**AMENDED AND RESTATED BYLAWS  
OF THE  
BOARD OF MANAGERS**

**TRAVIS COUNTY HEALTHCARE DISTRICT  
D/B/A CENTRAL HEALTH**

**PREAMBLE**

The Travis County Healthcare District d/b/a Central Health (“District”) Board of Managers hereby adopts these Amended and Restated Bylaws to provide a framework for self-government of the District. This framework permits the District to operate pursuant to the Constitution and governing statutes of the State of Texas, including Chapter 281 of the Texas Health and Safety Code. Portions of these governing laws are included in these Bylaws for the purpose of clarification.

**DEFINITIONS**

“Board” means the Board of Managers of the District. The term “Board” shall have the same meaning as the term “board” under Chapter 281 of the Texas Health and Safety Code.

“Board Member” means a person appointed to serve on the Board and duly qualified. Board Members are Public Officers. Members may also be referred to as Managers.

~~“President and Chief Executive Officer (CEO)” means the individual appointed by the Board to perform the duties described in Article IX. The term “President and CEO” shall have the same meaning as the term “administrator” under Chapter 281 of the Texas Health and Safety Code.~~

“Commissioners Court” means the members of the Commissioners Court of Travis County, Texas, being the elected officials of Travis County who are responsible for appointing certain Board members.

“District” means the Travis County Healthcare District d/b/a Central Health.

“Duly Qualified” means that a Public Officer has satisfied all legal prerequisites to serve in the appointed office including completing and filing all legally required papers or bonds; and swearing and recordation of all necessary oaths.

“Medical Executive Board” means a board created by Texas Health and Safety Code §281.02815 which is independent of the Board and is charged with adopting, maintaining, and enforcing policies to ensure that a physician employed by the District exercises the physician’s independent medical judgment in providing care to patients.

“Municipality” means the municipality with the largest population in Travis County.

“President and Chief Executive Officer (CEO)” means the individual appointed by the Board to perform the duties described in Article IX. The term “President and CEO” shall have the same meaning as the term “administrator” under Chapter 281 of the Texas Health and Safety Code.

“Public Officer” means a person who is appointed or elected to a public office created by law, where the office has duties which involve the person exercising discretion over some sovereign function of government for the public.

“Program Budget” means a budget designed to reflect the costs of activities (programs) that are undertaken to achieve specific goals and objectives.

“Travis County” means the Texas political subdivision ~~in Central Texas whose geographical center is located at 30°18' north latitude and 97°45' west longitude and~~ that is surrounded by Williamson, Bastrop, Caldwell, Hays, Blanco, and Burnet Counties. Travis County is comprised of 1,023 square miles and its territory fully encompasses nine municipalities: Bee Cave, Creedmoor, Jonestown, Lago Vista, Lakeway, Manor, Rollingwood, Sunset Valley, and Westlake Hills. Portions of seven municipalities, most notably Pflugerville and Austin, extend outside of Travis County’s boundaries.

~~“Program Budget” means a budget designed to reflect the costs of activities (programs) that are undertaken to achieve specific goals and objectives.~~

## ARTICLE I

### VISION

- 1.0 Central Texas is a model healthy community.

### MISSION

- 1.1 By caring for those who need it most, Central Health improves the health of our community.

### PURPOSE

- 1.2 The purpose of the District is to provide hospital and medical care to the extent required by law and to fulfill any other lawful purpose.

## ARTICLE II

### RESPONSIBILITIES AND POWERS OF THE DISTRICT

- 2.0 It is the responsibility of the District to seek to meet the requirements imposed upon it by Texas law.

- 2.1 Notwithstanding anything herein to the contrary, the District shall have all powers and rights that have been granted under Article IX, Section 9 of the Texas Constitution, Chapter 281 of the Texas Health and Safety Code, and all other applicable laws.

### ARTICLE III

#### DUTIES AND AUTHORITIES OF THE BOARD

- 3.0 ~~The Board shall, T~~to the extent not prohibited or limited by law, the Board shall seek to do the following:
- (A) be the governing body of the District;
  - (B) approve the annual budget for the District;
  - (C) retain independent auditors to make an annual audit of the fiscal records of the District;
  - (D) accept the annual audit at an open meeting and make the annual audit publicly available;
  - (E) select the depository for the funds of the District;
  - (F) appoint the President and CEO of the District and a Compliance Officer for the District, and may appoint ~~the~~an AssistantDeputy Administrator;
  - (G) approve, adhere to, and enforce the policies developed for the operation of the District, unless otherwise delegated to the President and CEO;
  - (H) seek approval from the Commissioners Court on matters as required by law;
  - (J) approve, modify, or deny contracts, unless otherwise delegated to a committee or the President and CEO;
  - (K) develop a philosophy and strategic goals for the District to be reflected in a comprehensive, coordinated strategic plan (“Strategic Plan”);
  - (L) serve as an advocate for the District;
  - (M) appoint members to the governing boards of affiliated entities or other entities as provided by law, agreement, or other mechanism; and
  - (N) meet other requirements imposed by law upon the Board.

## ARTICLE IV

### APPOINTMENT OF THE BOARD

- 4.0 The Commissioners Court shall appoint four (4) members to the Board. The governing body of the Municipality shall appoint four (4) members to the Board, and the Commissioners Court and the Municipality shall jointly appoint one member to the Board. In selecting the members of the Board, the Board shall encourage the Commissioners Court and the Municipality to consider the duties of the Board, the candidates' interests, availability, skills, and reputation for objectivity and fairness, as well as any legal conflicts that may impact the candidate's ability to effectively engage as a Board member.
- 4.1 The members of the Board serve staggered four-year terms, with as near as possible to one-fourth of the members' terms expiring each year.
- 4.2 Subject to agreement by the Commissioners Court and the governing body of the Municipality, appointments shall take place each December, with terms beginning on January 1.
- 4.3 Members of the Board shall serve the length of their term and are eligible for re-appointment.
- 4.4 If a member resigns or is otherwise incapable of fulfilling his or her term, the Commissioners Court and/or the Municipality, as applicable, shall appoint an interim member to the Board to serve until the permanent member's term expires.
- 4.5 In accordance with Article XVI, Section 17, of the Texas Constitution, members of the Board shall continue to perform the duties of their offices until their successors ~~have met~~ all-are duly qualified ~~edations~~ for the office.

## ARTICLE V

### CONFLICT OF INTEREST

- 5.0 The requirements in this Article V are in addition to all requirements the Board members may ~~have-be subject to~~ under any policies adopted by the Board.
- 5.1 Members of the Board shall comply with Chapter 171 of the Texas Local Government Code, by recusing themselves from any vote or decision and abstaining from participation in discussions on matters in which they have a substantial interest.

## ARTICLE VI

### OFFICERS OF THE BOARD

#### *CHAIRPERSON*

- 6.0 The Chairperson of the Board serves as the chief officer of the Board and shall have ~~the following responsibilities~~ responsibility and authority for:
- (A) enforcing compliance with standards of ethical conduct and professional demeanor by the Board in their relations with each other, District staff, and the community that the District serves;
  - (B) appointing Board members to ~~chair and~~ serve on Board committees and the chair of ad hoc committees;
  - (C) presiding over Board and Executive Committee meetings and, in the absence of ~~the another~~ committee's chair, either presiding over the committee meetings or appointing another member of the committee to do so; and
  - (D) performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

#### *VICE-CHAIRPERSON*

- 6.1 The Vice-Chairperson of the Board shall have ~~the following responsibilities~~ responsibility and authority for:
- ~~(A)~~ (A) serving as chair of the Strategic Planning Committee unless the Board votes otherwise;
  - ~~(A)~~(B) assisting the Chairperson as requested;
  - ~~(B)~~(C) in the case of absence, death, resignation, disability, refusal to serve, removal, or disqualification of the Chairperson, perform the duties of the Chairperson until the Chairperson shall resume his or her office or until the expiration of the Chairperson's term as Chairperson ~~expires~~; and
  - ~~(D)~~(E) performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

#### *SECRETARY*

- 6.2 The Secretary shall have ~~the following responsibilities~~ responsibility and authority for:
- (A) ensuring the adequacy and accuracy of minutes taken or recordings of the Board meetings;

- (B) keeping a suitable record of each Board meeting and the Official Seal of the District, or delegating the keeping of such record and/or the Seal of the District to the President and CEO;
- (C) in the case of the absence, death, resignation, disability, refusal to serve, removal, or disqualification of the Chairperson and Vice-Chairperson, perform the duties of the Chairperson until the Chairperson and/or Vice-Chairperson shall resume his or her office or until the terms of the elected Chairperson and Vice-Chairperson have expired; and
- (D) performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

### **TREASURER**

6.3 The Treasurer shall have ~~the following responsibilities-responsibility~~ and authority for:

- (A) serving as chair of the Budget and Finance Committee unless the Board votes otherwise;
- (B) in the case of the absence, death, resignation, disability, refusal to serve, removal, or disqualification of the Chairperson, Vice-Chairperson, and Secretary, exercising the duties of the Chairperson, as Acting Chairperson, until the Chairperson, Vice-Chairperson, or Secretary shall resume his or her office or the terms of the Chairperson, Vice-Chairperson, and Secretary have expired; and
- (C) performing such other duties as are assigned by statute, these Bylaws, or other action of the Board.

### **ELECTIONS AND APPOINTMENTS**

6.4 Every two (2) years, unless two-thirds of the Board vote to accept nominations for Board officers prior to the second year of the current Board officer's term, the members shall elect from among themselves a Chairperson, Vice-Chairperson, and Treasurer, and shall appoint a Secretary. ~~The Board may appoint the President and CEO to serve as the Secretary of the Board. If the Board appoints the President and CEO to serve as the Secretary, the President and CEO shall not have the right to vote at Board meetings, and may not exercise the duties of higher officer position on the Board under Section 6.2(C).~~

6.5 Nominations for the position of Chairperson, Vice-Chairperson, Treasurer, and any other position that requires election or appointment may be made by a Board member at a Board meeting or by a special ad hoc committee established pursuant to Section 7.12.1(A). Board members may nominate themselves for any Board officer position.

6.6 Elections or appointments conducted at Board meetings shall be conducted in an open meeting. Unless a different number is required by law, a majority vote of a quorum is required

to elect a nominee for each ~~election position set forth in this Article VI~~required by these Bylaws.

6.7 When a Board officer position other than Chairperson becomes vacant, an election or appointment for the position shall take place at the next meeting of the Board, or as soon thereafter as practicable.

6.8 No Board member may hold the same office for more than one (1) term, unless two-thirds of the Board vote to suspend the term limits imposed by these Bylaws.

6.9 Board Officer elections shall be held at the annual meeting as described in Section 8.3(A). Officers shall take office as of the first day of the next year, unless the annual meeting and elections are delayed, in which case the newly elected officers shall take office the first day of the month following the annual meeting.

### ***REMOVAL AND RESIGNATIONS***

6.910 A Board member may be removed from office pursuant to Chapter 87 of the Texas Local Government Code or other Texas law. Additionally, a Board member may resign at any time by giving written notice to the Board Chairperson or Secretary and to the governmental entity that appointed the member (i.e., the Travis County Commissioners Court and/or the governing body of the Municipality). Any such resignation shall take effect as soon as a replacement is appointed and ~~sworn into~~qualified to serve in the office.

## **ARTICLE VII**

### **COMMITTEES**

#### **7.0 *BUDGET AND FINANCE COMMITTEE***

The Budget and Finance Committee shall be responsible for assisting the President and CEO in preparing the District's annual budget, reviewing and monitoring financial statements, advising on audit matters, and making recommendations regarding financial transactions. The Budget and Finance Committee shall meet at least monthly.

##### **7.0.1. The Budget and Finance Committee shall also:**

- (A) advise on financial policies of the District, as necessary;
- (B) assist in the selection of an external independent auditor; and
- (C) review the annual audit report prepared by the independent auditor.

**7.0.2 The Budget and Finance Committee shall have standing authority to act on behalf of the Board with respect to the following:**

- (A) approve the expenditure of funds for goods and services at any meeting of the committee at which at least seven (7) members of the committee (including, without limitation, any Board members who are not regular appointed members of the committee but who are appointed automatically to be members of the committee for such meeting in accordance with Section 7.78.32 of these Bylaws) are present, and with respect to such expenditure, at least five (5) of the committee members vote for approval at such meeting in a session that is open to the public;
- (B) approve the appointment of depositories;
- (C) ratify investments and take appropriate action on cash management, borrowings, and other District financial transactions; and
- (D) receive financial information from affiliated organizations.

**7.1 EXECUTIVE COMMITTEE**

The Executive Committee shall be comprised of Board officers and shall be responsible for making recommendations concerning the types of appointments described in Article III, candidates for Board officers, the President and CEO's employment, items for future Board discussions, and compliance activities.

**7.1.1 The Executive Committee shall:**

- (A) ensure the formation of a special ad hoc committee comprised of two (2) Executive Committee members, one of whom must be the outgoing Board Chairperson, and two members of the Board who are not members of the Executive Committee for the purpose of (i) accepting ~~self~~-nominations for Board officers; (ii) discussing the merits that a particular Board member may bring to the position that he or she has expressed interest in assuming; and (iii) making recommendations on candidates for Board officers. As outlined in Section 7.75, the outgoing Chairperson shall appoint the members of such special ad hoc committee, and he or she shall do so at least one (1) month prior to the date on which Board officers are set to be elected or appointed;
- (B) present the Board with nominations for candidates to the governing boards of affiliated entities or other entities who have contracts with or are under the oversight of the District. Appointed candidates shall



receive no compensation for their services and shall represent the District in their service on the entity board;

- (C) conduct and make recommendations to the Board concerning the President and CEO's evaluation process and compensation;
- (D) review policies and other documentation related to the District's compliance program;
- (E) monitor and advise on compliance investigations and corrective action plans; and
- (F) seek input from District staff and Board members on governance processes, including the development of Board agendas under Section 8.18.

## 7.2 ***STRATEGIC PLANNING COMMITTEE***

The Strategic Planning Committee shall be responsible for developing the Strategic Plan and performance metrics and dashboards related to the business of the District.

### 7.2.1 **The Strategic Planning Committee shall:**

- (A) develop and present the Strategic Plan to the Board;
- (B) monitor the implementation of the Strategic Plan;
- (C) recommend interim updates to the Strategic Plan whenever such updates are, in the opinion of the committee, necessary to reflect the District's current operating environment or shifting priorities, such as new strategic initiatives;
- (D) assist in evaluating service delivery methods in relation to the implementation of the Strategic Plan;
- (E) develop and recommend communication strategies that align with the Strategic Plan and promote District initiatives;
- (F) develop and recommend community engagement strategies that align with the Strategic Plan and promote District initiatives ~~that are unrelated to the reuse and redevelopment of the Downtown Campus;~~ and
- (G) receive reports from District staff on the progress and results of communications and community engagement initiatives.

### ~~7.3 REAL ESTATE COMMITTEE~~

~~The Real Estate Committee shall be responsible for managing the reuse and redevelopment of the Central Health Downtown Campus and for developing and making recommendations to the Board on other proposed real estate transactions, including sales, leases, or acquisitions and the methods to finance same, in order to accomplish the strategic goals of the District.~~

### **SPECIAL COMMITTEES AND SUBCOMMITTEES**

- 7.34 Special ad hoc committees may be created by the Chairperson of the Board to perform specific tasks or to address specific issues. The formation of a special ad hoc committee must be approved by the Board, unless another section of these Bylaws gives a different person or body the ability to approve of the committee's creation. All special ad hoc committees are accountable to the Board.
- 7.45 Any committee may elect to perform any of its designated advisory functions by constituting any two of its members as a subcommittee for that purpose and reporting such action to the Board. Any such subcommittee may include non-board members in addition to members of the committee.

### **COMPOSITION AND TERM**

- 7.56 Except as otherwise specified herein, committees shall be composed of no more than four Board members, each of whom shall be appointed by, and may be removed by, the Chairperson of the Board. The Chairperson of the Board shall be an ex-officio member, without vote, of all committees; provided, however, that the Chairperson shall be automatically appointed as a temporary committee member, with the right to vote, whenever such appointment is necessary to achieve a quorum of a committee.
- 7.67 Committee members are appointed for a term of one (1) year and shall serve until the end of this period or until the member's successor is appointed, unless the member shall resign or be removed from the committee. The Chairperson may appoint an interim successor to the committee for a member whose Board term has expired and who is holding over as a Board member, but who has resigned his or her committee position. Any such interim successor may serve until the meeting of the Board at which the Board votes to consent to the appointment of a new committee member.

### **QUORUM AND VOTING**

- 7.78 Committees are advisory in nature and, unless they have been given authority to act on behalf of the Board under these Bylaws or through Board action, may not take action on their own other than to make recommendations to the Board. To the extent that committees are

authorized to develop strategies and make recommendations, committee members have voting privileges.

- 7.78.1 Quorum Generally. A majority of the voting members of a committee shall constitute a quorum.
- 7.78.2 Quorum of the Budget and Finance Committee. A quorum of the Budget and Finance Committee shall consist of either: (A) a majority of the voting members of the committee or (b) a majority of the Board.
- 7.78.3 Special Voting Rights Related to the Budget and Finance Committee. All non-committee Board members in attendance at a Budget and Finance Committee meeting are automatically appointed as members of such committee and shall have the same voting rights, without limitations, as regularly-appointed members of the Budget and Finance Committee.

### ***AGENDAS***

- 7.89 The committee Chair shall have final approval of items to be placed on a committee agenda.

### ***ADVISORY AND AUXILIARY COMMITTEES***

- 7.910 If authorized or required by state law or Board policy, the Board shall appoint advisory or auxiliary committees of non-Board members to assist the District. These committees may be composed of volunteers, independent contractors, or employees. The terms, qualifications, and methods of appointment of these committees shall be governed by relevant state law, Board policy, and the Bylaws. The Board shall designate the chair and vice-chair, if any, of each such committee.

### ***MEDICAL EXECUTIVE BOARD INTERACTION AND AUTHORITY***

- 7.10 The Medical Executive Board (“MEB”) shall oversee, on behalf of the District, all aspects of the practice of medicine as defined by state law, including peer review, credentialing, and the oversight of the safety, quality, and appropriateness of the care, treatment, and services provided to patients (“Practice of Medicine”). The Board not shall supervise or control the Practice of Medicine, as prohibited by Texas Occupations Code Title 3, Subtitle B.
- 7.11 In cooperation with the District’s Medical Executive Board, the Board shall develop and implement a conflict management process to resolve any conflict between a policy adopted by the Medical Executive Board and a policy of the District.
- 7.12 For all matters relating to the Practice of Medicine, each physician employed by the District shall ultimately report to the chair of the Medical Executive Board. For all standards of conduct or employee policies not involving Practice of Medicine that apply to all

employees of the District, each physician employed by the District shall ultimately report to the President and CEO.

7.14 In matters that may raise mixed issues involving the Practice Medicine and standards of conduct applicable to all District employees, the District's President and CEO and the Chair of the MEB shall resolve such issues through the District's conflict management process.

## ARTICLE VIII

### MEETINGS OF THE BOARD

#### *GENERAL PROVISION*

8.0 All regular, annual, special, and emergency meetings of the Board shall be held in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and District policy.

#### *REGULAR MEETINGS*

8.1 Regular meetings of the Board shall be held at least once a month at the District headquarters, 1111 E. Cesar Chavez, Austin, Texas, unless another location is specified. The date and time of all regular meetings to occur during a calendar year will be established by the Chairperson and adopted at the annual Board meeting. When necessary, the Board may add or cancel a regular meeting or change the date of a regular meeting by motion adopted at a meeting of the Board. Regular meetings shall begin at a time designated by the Chairperson.

#### *ANNUAL MEETINGS*

8.2 The Board will conduct an annual meeting in December of each year or at another regular meeting designated by the Chair.

8.3 The following activities should occur at the annual meeting:

- (A) ~~installation election and appointment~~ of officers of the Board, if appropriate that year;
- (B) review of the Bylaws, if appropriate that year;
- (C) disclosure of conflict-of-interest statements by Board members; and
- (D) address such other matters as may come to the attention of the Board.

## ***SPECIAL MEETINGS***

- 8.4 Special meetings of the Board may be held on any date that permits the President and CEO to provide notice of the meeting in compliance with Chapter 551 of the Texas Government Code, and may be called by: (A) the Chairperson; (B) the written request of at least four (4) Board members to the President and CEO; or (C) a motion adopted at a meeting of the Board. Special meetings shall begin at a time designated by the Chairperson or a time specified by motion of the Board. The business to be discussed and acted upon at the special meeting shall be confined to the purpose or purposes for which the meeting was called.

## ***EMERGENCY MEETINGS***

- 8.5 Emergency meetings of the Board may be called by the Chairperson or the Vice-Chairperson after receiving confirmation determining from legal counsel that an emergency or urgent public necessity ~~warrant~~ exists ~~the meeting~~ and ~~if there that the are~~ issue(s) whose consideration cannot be postponed until a special or regular meeting. Posting of notice for emergency meetings shall be done in accordance with the requirements set forth in the Open Meetings Act, Chapter 551 of the Texas Government Code. An emergency or urgent public necessity exists only if immediate action is required by the Board because of (A) an imminent threat to public health and safety; or (B) a reasonably unforeseeable situation. At an emergency meeting, the Board may only deliberate and take action on matters directly related to responding to the emergency or urgent public necessity identified in the notice of the meeting, or other matters for which normal notice has been given under the Open Meetings Act.

## ***ORDER OF BUSINESS***

- 8.6 The order of business at Board meetings shall be determined by the Chairperson. The agenda may include reports from Board committees.

## ***CLOSED SESSION***

- 8.7 The Board may enter a closed session after establishing a quorum, calling the meeting to order, and announcing, in open session, that a closed session will be held in accordance with the policies and procedures of the Board and in compliance with the requirements set forth in the Open Meetings Act, Chapter 551 of the Texas Government Code.

## ***QUORUM***

- 8.8 The presence of the majority of the Board shall constitute a quorum for the transaction of business, but if a lesser number may adjourn meeting must cease due to the lack of a quorum, thea meeting chair may announce until a later specified date when the meeting will be rescheduled with a quorum ~~shall be~~ present. A quorum of the Board must be physically present at the main meeting location.

### ***MANNER OF ACTION***

- 8.9 Except as otherwise specified, the action of a majority of the members present and voting at a meeting at which a quorum is physically present shall be the action of the group. Board members participating via videoconference will be considered as present and voting in accordance with applicable laws, rules, and District policy.
- 8.10 No final action, decision, or vote shall be taken while the Board is convened in closed session, and any motion to adjourn must be made after the Board has reconvened in an open meeting.

### ***NOTICE OF MEETING***

- 8.11 Board meetings will be posted pursuant to the requirements set forth in the Open Meetings Act, Chapter 551 of the Texas Government Code.
- 8.12 Board members shall be notified of regular and special meetings at least seventy-two (72) hours prior to the scheduled time of the meetings.
- 8.13 Board members shall be notified of emergency meetings called under Section 8.5 above at least two hours prior to the time of the meeting.

### ***RECORD OF MEETINGS***

- 8.14 The Board shall either (A) prepare or direct the President and CEO to prepare minutes or (B) make a recording of each open meeting. The recording or minutes of meetings shall contain each subject of discussion and deliberation, all motions, seconds, and the vote, if any, on such motions. Minutes shall be signed by the presiding officer and attested to by the Secretary.

### ***CONDUCT OF MEETINGS***

- 8.15 The most recent edition of *Robert's Rules of Order Newly Revised*, when not in conflict with other Board-adopted rules of procedure, these Bylaws, or applicable law, shall be the rules of parliamentary procedure and order for the Board and its committees, except that there shall be no requirement to read the minutes and the chair of any meeting may (A) vote and (B) establish time limits for discussion of each agenda item without the necessity of receiving a two-thirds vote of the Board.

### ***PUBLIC PARTICIPATION AT MEETINGS***

- 8.16 Members of the public who desire to deliver oral comments at a Board or Committee meeting must complete the required sign-in form before the time set by the Board or Committee for public comment ~~agenda item is reached during the Board meeting~~ registration. The Board may develop a policy addressing how public comment will be received, including specifying the number of speakers allowed and the length of time each speaker may speak. Persons wishing to speak before the Board shall provide the following information:

- (A) name and address;
- (B) the name of the person or group, if any, the speaker is representing;
- (C) the agenda item upon which the person wishes to speak, if any; and
- (D) if the matter does not relate to an agenda item, a brief description of the nature of the matter to be addressed by the speaker.

8.17 If a member of the public inquires about a subject for which notice has not been given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, the Board or Committee may provide a statement of specific factual information or a recitation of existing policy in response to the inquiry by the speaker. Any deliberation or decision about the subject of the speaker's inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

## **AGENDAS**

- 8.18 The Chairperson shall have final approval of items to be placed on Board meeting agendas. The Vice-Chairperson may approve the Board agenda if the Chairperson of the Board is, or appears to be, unable to approve the agenda in time to allow the President and CEO to post the agenda in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code. The President and CEO shall be responsible for preparing, posting, and distributing the meeting agenda and any associated written materials to the Board.
- 8.19 The Chairperson may direct the President and CEO to add one or more agenda items to a posted agenda if there is time to post a revised agenda or supplement in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code. ~~In instances in which the Chairperson's direction is due to a perceived emergency or urgent public necessity, the President and CEO, in consultation with legal counsel, shall determine whether an emergency or urgent public necessity exists.~~

## **ARTICLE IX**

### **PRESIDENT AND CEO**

- 9.0 The Board shall appoint a President and CEO who is qualified by training and experience. The President and CEO shall be held accountable for the management of the District and shall ensure that the District's activities are within the limits prescribed by law and the policies adopted by the Board. Except as limited by law, District policy, or action of the Board, the President and CEO or designee shall, at a minimum:
  - (A) advise and assist the Board in managing, controlling, and administering the District's business;

- (B) administer and enforce the policies, procedures, and rules necessary for the operation of the District;
- (C) employ, evaluate, and discharge all employees of the District, subject to an annual approved budget;
- (D) develop and maintain personnel policies and practices of the District;
- (E) prepare, revise, and recommend an annual budget- that reflects expected revenues and expenditures to the Board and the Commissioners Court for approval;
- (F) spend budgeted funds- in accordance with District policies and procedures in order to accomplish the strategic goals of the District;
- (G) make budget transfers between line items within the same Program Budget;
- (H) supervise the District's business affairs to ensure that funds are collected and used to the best possible advantage;
- (I) supervise the purchase of supplies, services, and equipment in accordance with District policies and procedures;
- (J) attend all meetings of the Board and committees thereof;
- (K) execute contracts, amendments, and renewals in accordance with Board approved policies and procedures;
- (L) execute documents on behalf of the Board which do not require individual discretion and are carried out as the result of statutory or regulatory mandates, or established procedures, including but not limited to, the execution of tax resale deeds and license agreements;
- (M) perform such other duties as may be delegated by the Board to serve the best interests of the District;
- (N) make an annual report to the Board, Commissioners Court, the Texas Health and Human Services Commission or its successor, and the comptroller as soon as practicable after the close of the fiscal year as required by Section 281.092 of the Texas Health and Safety Code;
- (O) perform duties as required by Section 281.071, Texas Health and Safety Code, concerning payment and support, as necessary;
- (P) serve as the agent for service of process on behalf of the District;



- (Q) oversee and make timely decisions on litigation matters in which the District is or may become named in a legal action, with the exception that the President and CEO may not accept or reject any settlement offer or initiate any legal action without Board approval;
- (R) inform the Board in the most appropriate manner of material operational or financial issues as identified by the Board;
- (S) identify threats and opportunities and make recommendations to the Board; and
- (T) meet such other requirements imposed by law or the Board upon the President and CEO.

- 9.1 The President and CEO serves at the will of the Board and for terms of not more than four (4) years. Before assuming duties, the President and CEO shall execute a bond payable to the District in the amount of not less than \$10,000, which bond is conditioned on the faithful performance of the President and CEO's duties and any other requirements determined by the Board. The President and CEO shall be entitled to compensation as determined by the Board.
- 9.2 If the President and CEO is incapacitated, absent for a period of more than 72 hours, or unable to perform his or her duties, the Assistant Administrator as described in Section 281.027, Texas Health and Safety Code, shall perform any or all of the duties of the President and CEO necessary for the operation of the District.
- 9.3 Notwithstanding the foregoing, the Board reserves its right to manage, control, and administer the District.

## **ARTICLE X**

### **PUBLIC STATEMENTS AND PRONOUNCEMENTS**

- 10.0 The Chairperson, after conducting reasonable due diligence, may make, or authorize his or her designee to make, public statements and pronouncements on behalf of the Board.

## **ARTICLE XI**

### **INDEMNITY AND INSURANCE**

- 11.0 If, as, upon such conditions, and to the extent permitted or required by Texas law, the District shall indemnify any member of the Board and the President and CEO against all costs and expenses reasonably incurred or imposed upon the same in connection with any action, suit, or proceeding that results from the Board member or President and CEO's service, regardless of whether the action, suit, or proceeding is based on actions that occurred prior to or subsequent to the adoption of these Bylaws. The costs and expenses for which such persons shall be indemnified include attorney's fees and all amounts paid or payable by any Board

member or the President and CEO (other than amounts paid or payable to the District itself), pursuant to any judgment or any reasonable settlement agreement.

- 11.1 The District may also, to the extent expressly permitted by Chapter 102 of the Texas Civil Practice and Remedies Code and any other applicable Texas laws, indemnify any other officer or employee of the District against all costs and expenses reasonably incurred or imposed upon the same in connection with any action, suit, or proceeding that results from the officer or employee's service to the District. Notwithstanding the foregoing, the District makes no express or implied guaranty or promise that it will indemnify an officer or employee in a particular situation, and no officer or employee of the District shall be entitled to rely upon this section for that purpose.
- 11.2 The District shall acquire liability insurance if, in the opinion of the Board, that insurance is reasonably affordable and, among other things, provides indemnity and/or defense of any member of the Board for claims or expenses, except to the extent prohibited by Texas law.
- 11.3 Nothing in Article XI is intended to, or should be construed to, require the District to indemnify any of the persons identified in Sections 11.0 and 11.1 above against the costs and expenses of any action, suit, or proceeding if:
- (A) no law expressly permits the District to provide such indemnity; or
  - (B) such person(s) shall be finally adjudged in said action, suit, or proceeding or, in the event of a settlement, determined by the Board to have been guilty of violations of law, acting in bad faith, or ~~exercising exhibiting reckless or grossly negligent~~ behavioree in the performance of their duties to the District.
- 11.4 Additionally, any grant or denial of indemnity under this Article XI represents an exercise of discretionary functions of the Board.

## ARTICLE XII

### CONFLICT OF BYLAWS

- 12.0 If any provision of these Bylaws is now or hereinafter becomes in conflict with any federal or state statute, regulation, or any other law relating to the operation of the District, such statute or other law, as long as it is in effect, shall take precedence over these Bylaws.

## ARTICLE XIII

### AMENDMENTS AND ALTERATIONS TO BYLAWS

- 13.0 Every two (2) years, the Board shall review these Bylaws. Proposed revisions shall be submitted to the Board at least seven (7) working days prior to the meeting at which a vote to

amend the Bylaws is scheduled. The submitted revisions must be in writing and include the exact wording of the existing Bylaws' language, if any, and the proposed change(s).

#### ARTICLE XIV

##### MISCELLANEOUS ORGANIZATIONAL PROVISIONS

- 14.0 The District fiscal year shall begin October 1 and shall end the following September 30.
- 14.1 The form of the official seal of the District shall consist of two hands shaking with a stethoscope superimposed over an outline of the State of Texas surrounded by two concentric circles with the name "Travis County Healthcare District" displayed in the space between the two circles. The seal may be either embossed or stamped. The Secretary has the responsibility of retaining the seal, but may delegate the retention of the seal to the President and CEO. Affixing the seal is not necessary to authenticate or attest a document unless the seal is required by applicable law.

#### ARTICLE XV

##### ADOPTION

- 15.0 These Amended and Restated Bylaws shall become effective immediately upon their acceptance and adoption and shall supersede all previous Bylaws heretofore adopted by the Board of the District.

Accepted and adopted by the Board of the Travis County Healthcare District at Austin, Travis County, Texas, on the ~~29th~~xx day of ~~May~~xxx, 20~~20~~19.

~~Guadalupe Zamora~~Sherri Greenberg  
Chairperson, Board of Managers  
Travis County Healthcare District

~~Abigail Aiken~~Cynthia Valadez  
Secretary, Board of Managers  
Travis County Healthcare District



## CENTRAL HEALTH

### **Our Vision**

Central Texas is a model healthy community.

### **Our Mission**

By caring for those who need it most, Central Health improves the health of our community.

### **Our Values**

Central Health will achieve excellence through:

*Stewardship* - We maintain public trust through fiscal discipline and open and transparent communication.

*Innovation* - We create solutions to improve healthcare access.

*Respect* - We honor our relationship with those we serve and those with whom we work.

*Collaboration* - We partner with others to improve the health of our community.

## **BOARD MEETING**

**September 16, 2020**

## **CONSENT AGENDA ITEM 3**

Approve the reappointment of Mr. Hal Katz and Dr. Guadalupe Zamora to the Integral Care Board of Trustees as recommended by the Executive Committee.



MEMORANDUM

**To:** Central Health Board of Managers Executive Committee  
**From:** Briana Yanes, Board Governance Manager  
**Cc:** Mike Geeslin, President & CEO  
Perla Cavazos, Deputy Administrator  
**Date:** September 8, 2020  
**Re:** Agenda Item 2- Discuss the reappointment of Hal Katz and Dr. Guadalupe Zamora to the Integral Care Board of Trustees. ACTION ITEM

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**Overview:**

Integral Care's nine-member volunteer Board of Trustees is appointed by Central Health, the City of Austin and Travis County. Each appoints three representatives to reflect the needs of the local community. This memo provides biographical information for Mr. Hal Katz and Dr. Guadalupe Zamora, two current Central Health appointees who are interested in reappointment to the Integral Care Board of Trustees.

**Synopsis:**

At the October 2019 Board of Managers meeting, managers established a process for evaluating nominations to the Integral Care Board. The process includes interviewing potential candidates during an Executive Committee meeting. However, since Mr. Katz and Dr. Zamora are seeking reappointment, the Executive Committee on August 26 advised staff that interviews would not be necessary at this time and that bios or resumes would provide sufficient information to take action.

Mr. Hal Katz has served as one of Central Health's appointees to the Integral Care Board since 2010. He is seeking reappointment for an additional two-year term. His bio is attached for your reference.

Dr. Guadalupe Zamora has served as one of Central Health's appointees to the Integral Care Board since 2014. He is requesting reappointment for an additional two-year term. Dr. Zamora has also served on the Central Health Board of Managers since 2013. His bio is attached for your reference.

**Fiscal Impact:**

No fiscal impact anticipated.

**Recommendation:**

Staff requests that the Executive Committee recommend to the full Board approval of the reappointment of Mr. Hal Katz and Dr. Guadalupe Zamora to the Integral Care Board of Directors for another two-year term.

## **Attachment: Biographical Information**

### **Hal Katz**

Katz is a partner at Husch Blackwell and is board-certified in healthcare law by the Texas Board of Legal Specialization. He focuses his representation on clients doing business within the healthcare industry. His clients include physicians, hospitals, provider networks, managed care organizations, governmental entities, diagnostic centers and other healthcare providers across the state of Texas. Representation of these clients includes advising on corporate, transactional, regulatory and public policy matters. Katz was Chair of the CommUnityCare board, where he served from 1998-2010, and is the Vice Chair of the Austin Arts Commission. Katz is also on the Integral Care Foundation Board of Directors.

### **Guadalupe Zamora, M.D.**

Dr. Guadalupe Zamora, M.D. was appointed to the Board of Managers in January 2013 by the Travis County Commissioners Court.

Dr. Zamora has 24 years of experience as a practicing physician, and when not on staff at St. David's Medical Center, he works out of his own family medicine clinic in East Austin alongside his niece Dr. Belda Zamora.

He has served as President, Secretary, and Treasurer of the Travis County Medical Society and served on the advisory board for the Medical Access Program (MAP) prior to the existence of Central Health. Most recently he served as treasurer of Healthy ATX, a local organization that supports the improvement of the local healthcare system.

Dr. Zamora was appointed to a second four-year term in January, 2017.



## CENTRAL HEALTH

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## **BOARD MEETING**

**September 16, 2020**

## **CONSENT AGENDA ITEM 4**

Approve an Interlocal Cooperation Agreement between Central Health and Austin Public Health for Collaborative Health Planning.



## MEMORANDUM

**To:** Central Health Board of Managers  
**From:** Monica Crowley, Chief Strategy and Planning Officer; Megan Cermak, Manager of Community and Population Health  
**CC:** Mike Geeslin, President and CEO  
**Date:** September 4, 2020  
**Re:** Agenda Item C4- Approve an Interlocal Cooperation Agreement between Central Health and Austin Public Health for Collaborative Health Planning.

### Overview:

Central Health, Travis County Health & Human Services, and Austin Public Health recognize the need for collaborative planning concerning health care and social determinants of health-related activities for clients and patients. Since 2015, the three taxing entities have participated in an interlocal agreement to collaborate, share data resources, and organize planning and programmatic efforts to address these local health issues. Central Health holds a separate interlocal agreement with Austin Public Health and another with Travis County Health & Human Services. Each of these interlocal agreements, though separate, have matching scopes and budgets. A new interlocal agreement is needed to continue this work with Austin Public Health for the next five years.

### Scope:

While the scope and budget have not changed since 2015, one function of the group changed in 2018. Previously, the partners jointly purchased a data portal and maintained a website; HealthyATC. The cost to maintain the data portal was \$20,000 annually and was split among the three entities, with Central Health serving as the fiduciary agent. The partners discontinued this service in 2018 due to rising costs.

The core function of the group remains the same: sharing public data, planning, and identifying critical health issues. The budget will be used for joint community engagement efforts and data purchases.

### Fiscal Impact:

Central Health commits to \$6,666 for FY20 with five additional options for renewal.



**INTERLOCAL COOPERATION AGREEMENT FOR  
“COLLABORATIVE HEALTH PLANNING”  
BETWEEN THE CITY OF AUSTIN  
and  
TRAVIS COUNTY HEALTH CARE DISTRICT dba CENTRAL HEALTH**

This Interlocal Cooperation Agreement (Agreement) for “Collaborative Health Planning” is entered into by and between the City of Austin, a Texas home-rule municipal corporation situated in Hays, Travis, and Williamson Counties, acting by and through its duly authorized City Manager and Austin Public Health (City), and Travis County Health Care District dba Central Health, a political Subdivision of the State of Texas created pursuant to Texas Health & Safety Code Chapter 281 (Central Health), together the “Parties” and each individually a “Party,” and shall be effective upon execution by Central Health and City. This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

On December 18, 2014, Parties, along with Travis County Health and Human Services (“County”), (City, Central Health, and County hereafter collectively referred to as the “CHP Partners”) entered into a Collaborative Health Planning Agreement (“CHPA”) for a 12-month term with four 12-month renewal options, establishing a foundation and structure for CHP to collaborate in planning concerning the health and social determinants of health for the populations served by the CHP. The CHPA enabled the CHP Partners to develop, implement, and use a data management software program that served as a tool for sharing public data regarding critical health issues and related social determinants.

**WHEREAS**, the Parties have the legal authority to provide the governmental functions and services described herein; and

**WHEREAS**, the Parties’ governing bodies have authorized the execution of this Agreement, on the understanding that such Agreement will further the common interest of both Parties;

**NOW, THEREFORE**, City and Central Health (Parties) agree to the following terms and conditions.

**A. Term**

The term of this Agreement shall be from March 1, 2020 through September 30, 2020, with five one-year renewal options for each succeeding year that extends from October 1, 2020 through September 30, 2025. This Agreement may not be altered, amended, or modified except by a written instrument that is executed by both Parties to this Agreement.

**B. Services**

Central Health and City shall pay for all services described in the “Work Statement and Budget” attached to and incorporated into this Agreement as Exhibit B.

**C. Financial Terms**

1. The Parties under this Agreement agree City will pay an amount not to exceed six thousand six hundred sixty-seven dollars (\$6,667) for the Initial Term, and in an amount not to exceed six thousand six hundred sixty-seven dollars (\$6,667) for each of the five optional Renewal Terms, for a total Agreement amount for each Party not to exceed forty thousand and two dollars (\$40,002).

- a. Central Health will submit invoices to City within thirty (30) calendar days following the service delivery date and again on the budget period closeout date.
- b. All proper invoices received by City will be paid within thirty (30) calendar days of receipt of the invoice.
- c. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

2. Central Health has determined that the amounts to be paid under this Agreement will fairly compensate Central Health for the services and activities to be provided or performed by Central Health.

3. City shall not be liable to Central Health for any costs which have been paid under other agreements or from other funds

4. Central Health agrees to refund to City any funds paid under this Agreement which City determines have resulted in overpayment to Central Health or which City determines have not been spent by Central Health in accordance with the terms of this Agreement. Refunds shall be made by Central Health to City within thirty (30) calendar days after a written refund request is submitted to Central Health by City. City may, at its discretion, offset refunds due from any payment due Central Health, and City may also deduct any loss, cost, or expense caused by Central Health from funds otherwise due.

5. Central Health shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts that reflect revenues and expenditures for the monies received under this Agreement.

***D. Accessibility of Records***

The Parties will create, maintain, retain, and make available to the other Party, all necessary and appropriate financial records, information, and documentation (including all accounting records) relating to the terms of this Agreement. Such rights to access shall continue as long as the records are retained by Central Health which shall be, in any event, not less than five (5) years after the expiration or termination of the Agreement or until all audit and litigation matters that the City has brought to the attention of Central Health are resolved, whichever is longer. Central Health shall include the requirement of this Section in all subcontracts, and all agreements or arrangements whereby services are secured in furtherance of Central Health's performance of this Agreement. If Central Health asserts that it cannot legally provide City with access to client

identifying information, Central Health shall provide City with citation to the law which prohibits disclosure of client information.

***E. Compliance with Laws***

Each Party will comply with all federal, state, county, and city laws, rules, regulations, and ordinances applicable to the performance of all obligations undertaken pursuant to this Agreement. Each Party agrees not to discriminate against employees or other persons engaged by it to provide services under this Agreement because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

***F. Debarment***

Central Health warrants that neither Central Health nor its principals or officers are currently suspended or debarred from doing business with (i) the United States government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, (ii) the State of Texas, or (iii) the City of Austin.

***G. Designation of Contract Managers***

1. City's Contract Manager for this Agreement is Veena Viswanathan, Program Manager, City of Austin Health and Human Services Department, P.O. Box 1088, Austin, Texas 78767, (512) 972-5488, who shall be responsible for oversight of this Agreement. City's Contract Manager may meet with Central Health to discuss any operational issues or the status of the services or work to be performed.
2. Central Health's Contract Manager for this Agreement is Megan Cermak, Manager of Community and Population Health Strategy, 1111 E. Cesar Chavez Street, Austin, Texas 78702, 512-978-8172, who shall be responsible for oversight of this Agreement. Central Health's Contract Manager may meet with City to discuss any operational issues or the status of the services or work to be performed.
3. If either Party replaces its Contract Manager, the Party shall promptly send written notice of the change to the other Party. The notice shall identify a qualified and competent replacement and provide contact information.

***H. MBE/WBE Goals***

MBE/WBE goals do not apply to this Agreement.

***I. Right to Audit***

1. Central Health agrees that the representatives of the Office of City Auditor, or other authorized representatives of City, shall have access to, and the right to audit, examine, or reproduce, any and all records of Central Health related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm, excluding state holidays). Central Health shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that City has brought to the attention of Central Health are resolved, whichever is longer. Central Health agrees to refund to City any overpayments disclosed by any such audit. In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the

Agreement, upon written notice to Central Health, if Central Health fails to cooperate with this audit provision.

2. Central Health shall include Subsection I.1. above in any subcontracts entered into in connection with this Agreement.

***J. Inspection of Premises***

City has the right to enter Central Health's work facilities and premises during regular work hours (8 am – 5 pm Monday through Friday, excluding state holidays), and Central Health agrees to facilitate a review of the facilities upon request by City.

***K. Warranties***

Each Party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party.

***L. Public Information Act***

The Parties acknowledge that each Party is required to comply with Chapter 552 of the Texas Government Code (PIA) and agree that if they receive a request for disclosure of any information related to the Collaboration, the information must qualify for an exception under the PIA to be withheld from public disclosure. The Parties are authorized to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that a Party has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. The Parties hereby acknowledge and agree that each Party is responsible for making its own legal arguments to the Attorney General or court of competent jurisdiction regarding the exception of their information from disclosure. This Section will survive the termination of this Agreement.

***M. Termination & Dispute Resolution***

**1. Termination for Cause**

In the event of a default by a Party, the other Party shall have the right to terminate the Agreement for cause, by written notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time period in the notice, the Agreement is terminated ten (10) calendar days after the date of the notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the Party alleging the default. Each Party's rights and remedies under this Agreement are as provided by law, including Chapter 271 of the Texas Local Government Code, and the Texas Constitution.

**2. Termination for Convenience (or without cause)**

Each Party may terminate this Agreement for convenience at any time upon providing at least fifteen (15) calendar days written notice to the other Party. City shall pay Central Health for all reimbursable costs and obligations incurred up to the date of notice of termination. Central Health shall return all unearned funds to City within fifteen days of receiving or submitting a written notice of termination.

### **3. Termination for Default**

A Party shall be in default under the Agreement if the Party fails to fully, timely and faithfully perform any of its obligations under the Agreement or fails to provide adequate assurance of performance under Subsection M.4 below.

### **4. Right to Assurance**

When a Party to this Agreement in good faith has reason to question the other Party's intent to perform, that Party may make a written demand on the other Party for assurance of the intent to perform. The Party who is asked for assurance shall have ten (10) business days to provide notice of its assurance of intent to perform. If the Party fails to provide the assurance within the required time period, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

### **5. Survival of Obligations**

All provisions of this Agreement that impose continuing obligations on the Parties, including, but not limited to, provisions related to confidentiality, shall survive the expiration or termination of this Agreement.

### **6. Dispute Resolution**

If a dispute arises between the Parties regarding performance under this Agreement, which the Parties are unable to resolve through informal negotiations within thirty (30) days after the date the dispute was noticed, the Parties agree the dispute will be submitted for mediation before suit is filed. If the mediation does not successfully resolve the dispute, each Party is free to pursue all other remedies available to them.

### **7. Mediation**

If the Parties submit a dispute to mediation, the Parties will use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation.

### ***N. Insurance.***

Unless self-insured, each Party will have and maintain insurance coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards. Central Health agrees to possess the required insurance coverages as evidenced by Exhibit C. Central Health shall require all Subcontractors of every tier providing services under this Agreement to have insurance meeting the same elements as those listed in Exhibit C.

### ***O. Miscellaneous***

#### **1. Independent Contractors**

The Parties expressly acknowledge and agree that the Parties are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of a Party shall be considered an employee, agent, or representative of the other Party or gain any rights against that Party. This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. City and Central Health are independent contractors. Central Health agrees and understands that the Agreement does not grant to Central Health or its employees any rights or privileges established for employees of City.

## **2. Jurisdiction and Venue**

This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, without regard to the principles of conflicts of laws, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

## **3. Force Majeure**

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if, while, and to the extent such default or delay is caused by acts of God, acts of domestic or foreign terrorism, fires, floods, riots, sabotage, strikes, civil disturbances, epidemics, lightning, earthquakes, fires, storms, landslides, or any other cause beyond the reasonable control of such Party. Force majeure does not include economic or market conditions that affect a Party's cost but not its ability to perform. The Party invoking force majeure will give prompt, timely, and adequate notice to the other Party by facsimile transmission or by telephone confirmed promptly thereafter in writing and will use due diligence to remedy the event of force majeure as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, the time for completion of the service(s) will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

## **4. Current Revenue**

Central Health acknowledges that City has provided notice that City's payment obligations to Central Health are payable only from funds appropriated and currently available for the purpose of this Agreement. City shall provide Central Health with prompt notice of failure of City to make an adequate appropriation or lack of current revenue for any fiscal year to pay the amounts due under the Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Central Health. In the event of non- or inadequate appropriation of funds, there will be no penalty charged to the City, or to Central Health.

## **5. Assignment**

Neither Party may transfer any right or obligation under this Agreement without the prior written consent of the other Party.

## **6. Non-Waiver**

No payment, act, or omission by either Party may constitute or be construed as a waiver of any breach or default of any other Party, which then exists or may subsequently exist. All rights of the

Parties under this Agreement are specifically reserved, and any payment, act, or omission will not impair or prejudice any remedy or title to either Party under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided for herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

## **7. Conflict of Interest**

a. Central Health covenants that neither it, nor any member of its governing body, presently has any interest or shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Central Health further covenants that, in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its governing body.

b. Central Health further covenants that no member of its governing body or its staff, subcontractors, or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

c. No officer, employee, independent consultant, or elected official of City who is involved in the development, evaluation, decision-making process regarding this Agreement, or the performance of this Agreement shall have a financial interest, direct or indirect, in the Agreement. Central Health acknowledges that if it takes action, directly or indirectly, that results in a violation of this provision, City, in its sole discretion, may void this Agreement.

## **8. Political and Sectarian Activity**

No portion of the funds received by Central Health under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

## **9. Publicity**

Where such action is appropriate as determined by City, Central Health shall publicize the activities conducted by Central Health under this Agreement. Any news release, sign, brochure, or other advertising medium, including websites disseminating information prepared or distributed by or for Central Health, shall recognize City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of City.

## **10. No Third Party Beneficiaries.**

This Agreement is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of Central Health, and no provision of this Agreement is intended to benefit any third-party person or entity.

## **11. Suspension of Funding**

- a. If City makes a determination that Central Health has failed to timely and properly perform its obligations, City may, without limiting any rights it may otherwise have, at its discretion, and upon three (3) calendar days within such determination provide written

notice to Central Health, and withhold further payments to Central Health. Such notice shall be given in accordance with Subsection 12 below. The notice shall set forth the default or failure alleged and the action required for cure.

- b. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but, in no event shall it exceed sixty (60) calendar days. At the end of the suspension period, if City determines that the default or deficiency has been satisfied, Central Health may be restored to full compliance status and paid all funds withheld during the suspension period.
- c. City shall have the right to suspend this Agreement without prior notice to Central Health upon a reasonable belief of imminent or actual misuse or misappropriation of this Agreement's funds. The period of suspension under this clause shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall exceed sixty (60) calendar days. Should City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to Central Health notifying it of the suspension and any subsequent investigation City will undertake.

## 12. Notices

All notices, demands, and requests required or permitted under this Agreement shall be in writing and may be given by: (a) hand delivery to the Party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the Party at the address set forth below; (c) overnight courier of general use in the business community of Austin, Texas; or (d) facsimile correspondence if a facsimile number is provided below and the sending Party retains a machine generated confirmation sheet evidencing the time and date of the facsimile transmission. Notice given under this Section shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar days following deposit in accordance with the requirements of Subsection (b) above, except for (d) above, which will provide the date and time of delivery. For purposes of notice the addresses of the Parties shall, until changed, be:

**CENTRAL HEALTH:**

Mike Geeslin  
President & CEO  
Central Health  
1111 E. Cesar Chavez Street  
Austin, Texas 78702

**CITY:**

*By hand delivery to:*

Stephanie Hayden, Director  
City of Austin  
Austin Public Health  
7201 Levander Loop, Building E  
Austin, Texas 78702

*If by mail:*

P.O. Box 1088  
Austin Texas 78768

An alternative addressee or address may be designated by either Party, by sending written notice in a manner described above.



### **13. Entire Agreement**

This Agreement, together with the exhibits listed below, constitutes the entire agreement between the Parties with regard to the subject matter of this Agreement. The Parties agree that any prior contract, assertion, statement, understanding, or other commitment prior to or contemporaneous with this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall any contract, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect unless signed by both Parties.

### **14. Liabilities and Claims**

- a. Approval by one Party of any service, report, or other performance by the other Party under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of the other Party, its employees, agents, officers, or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by the other Party for any defect, error, omission, or act of negligence or bad faith by the other Party or its respective employees, agents, officers, or associates.**
- b. JOINT AND SEVERAL LIABILITY. For any claims, damages, and attorney's fees arising from the intentional acts or negligent or wrongful acts or omissions of either Party or its employees in relation to their respective obligations under this Agreement, the liable Party shall be responsible for the portion of the claims, damages, and attorney's fees that arise from the intentional acts or negligent or wrongful acts or omissions of the liable Party, as determined by the court adjudicating the matter or as agreed in any settlement.**
- c. If any claim or other action that relates to a Party's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against a Party, the Party that received the claim will provide the other Party with written notice containing the following information:**
  - (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;**
  - (ii) the name and address of the person, firm, corporation, or other entity that made a claim or that instituted any type of action or proceeding;**
  - (iii) the alleged basis of the claim, action, or proceeding;**
  - (iv) the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and**
  - (v) the name or names of any person against whom this claim is being made.**

**Except as otherwise directed, the Party that received the claim will furnish to the other Party copies of all pertinent papers received with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.**

**15. Governmental Immunity**

Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available to the Parties, at law or in equity, against claims arising in the exercise of its governmental powers and functions. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decisions to compensate a claim by the other Party, nor will such action by one Party operate to incur any expense or charge to the other Party.

**16. Confidentiality**

The Parties will establish a method to secure any confidential records it receives from the other Party related to any governmental functions and services described herein. The method selected by the Parties will be in accordance with all applicable federal, state, and local laws, rules, and regulations, as well as applicable professional ethical standards.

**17. Severability**

If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Agreement will remain valid and binding.

**18. Incorporation of Exhibits and Attachments**

All of the exhibits, attachments, and appendices, if any, referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

*[Signature Page Follows]*

**TRAVIS COUNTY HEALTH CARE  
DISTRICT dba CENTRAL HEALTH:**

**CITY OF AUSTIN:**

Signature: \_\_\_\_\_  
Mike Geeslin  
President & CEO

Signature: \_\_\_\_\_  
Stephanie Hayden  
Director, Austin Public Health

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

**EXHIBITS:**

- Exhibit A Collaborative Health Planning Agreement**
- Exhibit B Collaborative Health Planning Work Statement and Budget**
- Exhibit C Central Health's Certificate of Liability Insurance**

# Collaborative Health Planning Agreement

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## **Purpose and Vision**

Central Health, City of Austin Health and Human Services Department, and Travis County Health and Human Services & Veterans Service recognize the need for collaborative planning concerning the health and social determinants of health for the populations we serve. These three taxing entities<sup>1</sup> see an opportunity to leverage and maximize tax payer dollars by identifying costly health issues, which create a burden on our community, and organizing existing planning and programmatic efforts concerning these issues.

Taking inspiration from initiatives such as the National Health Promotion Strategy and building upon the Community Health Improvement Plan, the opportunity exists to broaden our impact to include policy, culture, and individual behavior. This work is particularly timely now with the changing healthcare delivery environment through the development of the local medical school and the 1115 Medicaid Waiver and the evolving healthcare needs of our rapidly growing and changing population. The goals of these efforts, namely better health, better care, and lower healthcare costs, can only be achieved with concurrent efforts to promote healthy lifestyles by impacting the environment where people live, work, learn, pray, and play. This agreement establishes a structure for the City, County, and Central Health staff to communicate and make decisions in partnership for broader community health planning.

## **Scope for Consideration:**

Extend and expand the working relationship with Travis County Health and Human Services & Veterans Service, City of Austin HHSD, and Central Health to collaborate including planning and sharing public data and to align the three agencies' goals and activities specifically for critical health issues and the social determinants contributing to those issues.

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<sup>1</sup> The three taxing entities being City of Austin, Travis County, and Central Health

**Benefits of undertaking this effort for your Consideration:**

**Shared Benefits:**

- Improve the health of our community, reduce disease burden, and improve health equity by increasing medical homes, reducing unnecessary emergency department utilization, and increasing access to care.
- Efforts undertaken here will serve to strengthen collaboration between government agency partners and reduce duplication of efforts, resulting in more efficient use of resources.
- Provide a consistent framework and consistent venue for leadership among the three entities to communicate and make decisions in partnership.
- Provide transparency and accountability among community partners.
- Sharing data will strengthen needs assessments, strengthen strategic planning, better address social determinants of health, and fulfill community data requests.
- Provide a platform for community engagement, communication of efforts, and showcasing success.

**Travis County Benefits:**

Travis County Health and Human Services & Veterans Service works to protect vulnerable populations and commits taxpayer funds to stabilize low income families and individuals through public health and social service provision. Collaborative health planning and data sharing increases the efficiency of these services and ensures that they are appropriate and effectively targeted to populations we serve. Other benefits include streamlined processes for our work in demographic reporting and the issuance of RFAs for services vital to the health and well-being of the County.

**City of Austin Benefits:**

The Austin/Travis County HHSD promotes and protects the health of the community through the use of best practices and community collaborations. Collaborative health and human services planning, establishment of a stakeholder web portal, community engagement, shared investment in our community, and addressing root causes affecting health support numerous Austin/Travis County HHSD goals including excellence in essential public health services, efforts to meet and exceed public health accreditation standards, community health improvement planning and addressing health disparities and improving health equity.

**Central Health Benefits:**

Central Health's work is centered on increasing access to health care services for individuals living at or below 200% of the federal poverty level (FPL) who are not covered by other programs or insurance. Collaborative health planning and data sharing, in coordination with addressing the social determinants of health, will benefit Central Health in expanding the focus of health care services from being primarily directed at treatment of illness and chronic disease, to also expand wellness and

## Collaborative Health Planning Agreement

prevention strategies for the Community Care Collaborative population. This work will also inform Central Health and community partners' health policy recommendations for the region.

### Project Management Approvals

Name	Name	Signature	Date
County Executive for Travis County Health and Human Services & Veterans Service Executive Team	Sherrri E. Fleming	Sherrri E. Fleming	12/18/14
City of Austin Health and Human Services Department Executive Director	Carlos Rivera	Carlos Rivera	12/18/14
Central Health Vice President	Christie Garbe	Christie Garbe	12/18/2014

## EXHIBIT B

### Work Statement and Budget FY 2020-2025

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#### 1. Purpose

Extend and expand the work of City of Austin - Austin Public Health and Central Health to plan and share public data for the purpose of aligning the Parties' goals and activities related to critical health issues and the social determinants contributing to those issues. Additionally, the Parties will collaborate regarding community engagement activities and will actively leverage community partnerships.

#### 2. Statement of Work

- a) **Data collection, sharing, and analysis:** The Parties shall use data analytics to track the health and social needs of Austin/Travis County to define the health and social service needs of Travis County residents, which will inform collaborative health and social service planning and policy focused initiatives.
- b) **Community Engagement:** The Parties shall jointly create, communicate, and execute a community engagement strategy to engage Travis County residents in order to inform and engage them about critical health issues and to encourage and facilitate health promotion and disease prevention activities.
- c) **Indicators:** The Parties shall, to the extent permitted by law, provide additional support to other local data projects that track indicators related to socioeconomics, health, or wellbeing. One example of a local data project would be the Community Advancement Network (also known as CAN). The characteristics that the Parties shall utilize in determining whether a local data project is appropriate for further support include:
  - o The project supports each of the Parties' missions and goals.
  - o Each Party either participates or is invited to participate on committees or in other capacities to inform the project.
  - o The Parties' staff provide support to project data analysis and dashboards.
- d) **Leveraging Partnerships Collaboratively:** The Parties shall identify potential partners and provide staff time as support for larger collaborations such as:

- Community Health Assessment/Community Health Improvement Plan
  - Community Action Network
- e) The Parties shall also:
- Engage in multiagency collaborative service delivery initiatives that address the health needs of Austin/Travis County with a special focus on hard-to-reach and underserved populations, such as the Eastern Travis County Health and Wellness Collaboration, which was created to:
    - collect and study current trends in demographics and health outcomes experienced by residents of that part of Eastern Travis County, known as the Eastern Crescent; and
    - develop and implement a timeline to bring planned health and social services to the Eastern Crescent, including a timeline to open new service delivery locations.
  - Provide support in joint grant or other funding applications.

### 3. Budget

- a) The Parties will share expenses for the following items:
- Healthy ATC domain name, data set purchases, and outsourced data analysis (the “Data Expenses”);
  - community engagement expenses;
  - expenses related to facilities that are jointly occupied by the Parties, such as utilities costs and fees and equipment rental; and
  - the production of printed materials, media, and publications (the “Community Engagement Expenses”).

- b) The maximum contribution for each Party during the Initial Term and any Renewal Term is set forth below:

City of Austin/Austin Public Health	\$6,667
Central Health	\$6,667
TOTAL	\$13,334

- c) The Parties acknowledge and agree that neither Party’s funds can be spent on items such as entertainment, gifts, food or beverages, legislative consulting services, donations to non-profit or private organizations, legal services, consulting services, or employee recruitment services.



- d) The Party potentially incurring an expense for any of the items listed above will notify, through its Contract Manager, the Contract Manager of the other Party regarding the potential expense via e-mail with sufficient detail to provide information on the item being purchased, the cost, and the event for which it will be used, if applicable. The Contract Manager of the other Party will provide the Party potentially incurring the expense their approval or disapproval of the potential expense.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Frost Insurance Agency, Inc 3611 Paesanos Pkwy Ste 100 San Antonio TX 78231	<b>CONTACT NAME:</b> Trudy Mattson, CIC, <b>PHONE (A/C, No, Ext):</b> 210-220-6439 <b>FAX (A/C, No):</b> 210-220-6460 <b>E-MAIL ADDRESS:</b> tmattson@frostinsurance.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Travis County Healthcare District dba Central Health (See description) 1111 E Ceasar Chavez Austin TX 78702	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A:</b> Continental Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b> 35289</td> </tr> <tr> <td><b>INSURER B:</b> National Fire Insurance Company of Hartford</td> <td style="text-align: right;">20478</td> </tr> <tr> <td><b>INSURER C:</b> Continental Casualty Company</td> <td style="text-align: right;">20443</td> </tr> <tr> <td><b>INSURER D:</b> Texas Mutual Insurance Co.</td> <td style="text-align: right;">22945</td> </tr> <tr> <td><b>INSURER E:</b> Columbia Casualty</td> <td style="text-align: right;">31127</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Continental Insurance Company	<b>NAIC #</b> 35289	<b>INSURER B:</b> National Fire Insurance Company of Hartford	20478	<b>INSURER C:</b> Continental Casualty Company	20443	<b>INSURER D:</b> Texas Mutual Insurance Co.	22945	<b>INSURER E:</b> Columbia Casualty	31127	<b>INSURER F:</b>	
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<b>INSURER D:</b> Texas Mutual Insurance Co.	22945												
<b>INSURER E:</b> Columbia Casualty	31127												
<b>INSURER F:</b>													

**COVERAGES**

CERTIFICATE NUMBER: 395601884

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5084233310	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5084233324	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5083167939	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF0001156457	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			HMA4031952475-7	3/1/2020	3/1/2021	Prof Liab-each claim \$1,000,000 Prof Liab- Aggregate \$3,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured extended to read: Central Texas Community Health Centers dba Communitycare; Community Care Collaborative; Sendero Health Plans, Inc for General Liability; Auto; Umbrella and Workers compensation.

General liability endorsed to include Form CNA74879XX (1-15) General Liability Extension Endorsement including blanket additional insured provisions as required by contract. Commercial General Liability -CNA75008XX (1-15)- Waiver of Transfer of Rights of Recovery against others to Us - Blanket as required by contract. Commercial Auto Liability - Form CA2048 299 - Designated Insured - Any Person or Organization which is required to be Named as a result of a written contract.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Austin  
 P.O. Box 1088  
 Austin TX 78767

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Frost Insurance Agency, Inc		NAMED INSURED Travis County Healthcare District dba Central Health (See description) 1111 E. Ceasar Chavez Austin TX 78702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Columbia Casualty Company - Policy HMC4031962097-7- Effective 03/01/19 - 03/01/20 Umbrella Liability (claims made) over Professional Policy HMA403195247554 with Limits of \$2,000,000 Each Incident/\$2,000,000 Aggregate

General Liability endorsed with 30 day notice of cancellation in favor of City of Austin. Workers compensation policy specifically endorsed to include waiver of subrogation (Form 420304) and 30 day notice of cancellation added in favor of the City of Austin. Commercial Auto policy specifically endorsed to include Waiver of Subrogation Form CA 04 44 10 13 and 30 day notice of cancellation in favor of City of Austin.

Darwin National/Allied World Specialty Insurance Company (Admitted) Policy #03105828 Eff 03/01/2018-03/01/2019  
 Retro Active Date: 12/01/2005  
 \$2,000,000 D & O/EPL (Including 3rd Party) Shared Aggregate  
 \$1,000,000 Fiduciary Liability (separate limit)  
 \$3,000,000 Crime Aggregate Limit  
 Crime Coverage A: Employee Theft \$3,000,000



## CENTRAL HEALTH

### **Our Vision**

Central Texas is a model healthy community.

### **Our Mission**

By caring for those who need it most, Central Health improves the health of our community.

### **Our Values**

Central Health will achieve excellence through:

*Stewardship* - We maintain public trust through fiscal discipline and open and transparent communication.

*Innovation* - We create solutions to improve healthcare access.

*Respect* - We honor our relationship with those we serve and those with whom we work.

*Collaboration* - We partner with others to improve the health of our community.

## **BOARD MEETING**

**September 16, 2020**

## **CONSENT AGENDA ITEM 5**

Approve proposed changes to the Central Health values statement as recommended by the Executive Committee.



MEMORANDUM

**To:** Board of Managers  
**From:** Mike Geeslin, President and CEO  
**Cc:** Executive Group; Equity & Inclusion Task Force  
**Date:** September 16, 2020  
**Re:** Informational Item: Central Health Values

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**Synopsis**

Central Health has four values that are printed at the top of our Agendas: Stewardship, Innovation, Respect, and Collaboration. Each of these values is followed by a statement of what the value means.

Central Health's values are meaningful and should guide how we work. Given their importance, the values should be examined from time to time. In reading about other organizations and considering where we are as a community, and nation, there is one of our values that we should examine much deeper, *Respect*. This value currently reads:

"Respect - We honor our relationship with those we serve and those with whom we work."

Alternatively, and as a starting point for discussion, consider the following:

"Right by All – By being open, anti-racist, equity-minded, and respectful in discourse, we honor those around us and do right by all people."

While this phrase deviates from the one-word format, it captures a more encompassing value of doing right by people. Respect is important; but, as implied, it speaks only to how we outwardly relate to individuals in transactional relationships and encounters.

**Recommended Next Steps:**

1. The Central Health staff, through the Equity and Inclusion Task Force, should review this value statement relative to its current work on establishing values and objectives for the staff or workforce. This group is diverse - and courageously outspoken - and will inform how this statement is perceived and can be improved.
2. Concurrently, the Board, through the Executive Committee, will need to decide how and over what time period the Board should deliberate this and any other changes in our values statements.
3. At a regular meeting or workshop determined by the Board Executive Committee or full Board, we should set aside time to discuss how we can revise this value statement.

###

Central Health Values (as listed on agendas):

- Stewardship - We maintain public trust through fiscal discipline and open and transparent communication.
- Innovation - We create solutions to improve healthcare access.
- Respect - We honor our relationship with those we serve and those with whom we work.
- Collaboration - We partner with others to improve the health of our community.



# CENTRAL HEALTH

## **Our Vision**

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*Collaboration* - We partner with others to improve the health of our community.

## **BOARD MEETING**

**September 16, 2020**

## **CONSENT AGENDA ITEM 6**

Take appropriate action on a Central Health Historically Underutilized Business (HUB) disparity study as recommended by the Executive Committee.



MEMORANDUM

**To:** Central Health Board of Managers Executive Committee  
**From:** Lisa Owens, Deputy Chief Financial Officer  
Perla Cavazos, Deputy Administrator  
Celso Baez, Government Relations Manager  
Balena Bunch, Procurement Manager  
**Cc:** Mike Geeslin, President & CEO  
Jeff Knodel, Chief Financial Officer  
**Date:** September 11, 2020  
**Re:** Update on a Central Health Historically Underutilized Business (HUB) disparity study

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**Background:**

Central Health is focused on efforts regarding its culture, workforce, and working with more historically underutilized businesses (HUBs). Central Health has had a HUB good faith policy since 2004 and continues to focus on improving outreach efforts. Over the past year a work plan was established in order to increase outreach and education to potential vendors as well as significantly improve Central Health's reporting capabilities to track and measure good faith effort. In Fiscal Year 2021, Central Health has been asked to conduct a disparity study, congruent with the Enterprise's systems-based planning approach. Central Health leadership has reached out to local governmental entity peers to understand their current efforts to conduct their disparity study. Additionally, stakeholders and community leaders have expressed strong feedback and interest in Central Health moving forward in this direction.

**Overview:**

Disparity studies determine if inequities exist in public procurement and contracting that adversely affect minorities and/or women. In the Richmond vs. J.A. Croson case filed in the U.S. Supreme Court in 1989, it was ruled that governments must establish a "compelling interest" to support the creation of contracting programs that specifically target minority – and/or women-owned businesses. A disparity study helps ensure any race-or gender-based remedial programs will withstand scrutiny in a court of law. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (extent and gravity) and scope of discrimination in the marketplace, if any, against minority- and women-owned business enterprises.

**City of Austin Disparity Study:**

The City of Austin ("City"), specifically its Small & Minority Business Resources Office is conducting a Disparity Study of its Minority- Women-owned Business Enterprise ("M/WBE") and Disadvantaged Business Enterprise ("DBE") programs to ensure that M/W/DBEs have equal access to contracting opportunities and the City's current programs remain legally defensible and administratively successful. In the Fall of 2019, a formal solicitation was conducted for professional services to conduct the disparity study. The City's last disparity study was completed in 2015. The City hired Colette Holt & Associates (CHA) and work is underway with the study anticipated to be completed Winter 2021.

The City's disparity study will involve a compilation of evidence to determine whether the City has a strong basis for implementing race- and gender-conscious contracting remedies for its locally funded contracts, and narrowly tailoring its M/W/DBE programs. This includes statistical evidence of disparities, if any, between the availability of M/WBEs and their utilization on locally funded contracts and related subcontracts and throughout the Austin economy.

The study will further examine factors necessary for entrepreneurial success, such as access to business capital, bonding, networks, suppliers and other resources. The study also will gather anecdotal evidence of any continuing effects of past or

present race and sex discrimination, and the impact of the current M/W/DBE programs. Finally, the study will review the City's current programs and activities and make recommendations for future initiatives and enhancements.

### **Travis County Disparity Study**

In 2014 Travis County ("County") conducted a disparity study over a two-year period and created its HUB Program in 2016. It was recommended at the time that the County update their data and study in five to seven years. In August 2020, the Travis County Commissioners Court approved and exemption and authorization to contract with Colette Holt & Associates to perform a comprehensive disparity study of contracting and procurement activities based on six years of historical data (2014-2019). It is believed significant efficiencies are gained and data will be shared on several elements of the study.

From the August 25th TCCC Voting Session Agenda Request – Item 21:

The disparity study will analyze whether a significant statistical disparity exists between the percentage of available MBE/WBE/HUB business in the County's geographic and product markets and their corresponding percentage utilization on County contracts.

The study will analyze MBE/WBE/HUB business availability and participation both as prime contractors and subcontractors in specific industries (identified by commodity codes) within the broader categories of construction, professional services, non-professional services, and commodities for contracts with a value of \$50,000 or higher.

The study is projected to take 16 months to complete. At completion, CHA will present a briefing of their final report and recommendations to the Commissioners Court.

### **Implementing a Disparity Study**

Per industry best practice, the ability for business owners and other interested parties to be involved must be prioritized. This includes the participation of groups such as trade associations, advocacy groups, community organizations, etc. Typically, a third party "study team" is convened and formalized. Critical study outcomes include outreach to business contacts to confirm information on specific contracts and/or to receive additional contract information that is currently unavailable to the Enterprise. The study team would conduct interviews with business owners and stakeholders regarding discriminatory barriers and Enterprise programs. A variety of tactics and methods would be employed to ensure the collection of data is secured such as anonymous surveys that capture anecdotal information. Accordingly, study methodology and a process structure would be developed and introduced to the enterprise and study participants.

The Central Health Finance and Procurement office would contractually oversee the study's implementation by a third party, like the City and County. The consultants would report findings to management and Board of Managers along with any related recommendations including but not limited to the establishment of a HUB program and goals.

### **Recommendation:**

To ensure efficiency and collaboration, continue to work closely with the City SMBR office and County HUB program. Further, staff recommends Central Health pursue a contract with Colette Holt & Associates through an interlocal agreement with Travis County.

### **Action Requested:**

Staff requests Board direction on whether to further research and pursue an interlocal agreement with Travis County to contract with Colette Holt & Associates for a disparity study or issue a separate solicitation for proposals for a disparity study.

### **Fiscal Impact:**

\$500,000-\$750,000 in budgeted operating costs from the FY2021 and possibly FY2022 budget.





**MEMORANDUM**

**To:** Central Health Board of Managers  
**From:** Lisa Owens, Deputy Chief Financial Officer  
**Cc:** Jeff Knodel, Chief Financial Officer  
Mike Geeslin, President and CEO  
**Date:** June 11, 2020  
**Re:** Central Health Update on Historically Underutilized Business Outreach Expansion

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**Overview:**

The Central Health procurement department is providing an update on Historically Underutilized Business (HUB) outreach expansion planning.

**Synopsis:**

On March 11, Central Health staff provided an update to the Budget & Finance Committee of the Board of Managers about efforts to continue to expand our community engagement, outreach and data collection with vendors who participate in HUB programs. Attached is timeline summary for the work in the key areas we presented:

- Develop specific HUB good faith outreach efforts for formal solicitations and contracts
- Track data that measures and reports good faith effort
- Identify solicitations with HUB sub-contracting opportunities and require prime contractors to provide additional specific plans
- Identify opportunities to refer vendors to City of Austin (SMBR) or Travis County (TCAAP) business development, training and certifications and work
- Develop social media program for procurement department to promote upcoming solicitations
- Host specific events to raise awareness of large upcoming projects, that have high participation opportunities

**Fiscal Impact:**

No fiscal impact.

**Action Requested:**

No action requested.

**Attachment:** HUB Expanded Outreach Workplan DRAFT 06.11.2020.pdf

**Central Health**  
**HUB Outreach Expansion and Reporting**  
 Workplan and Draft Timeline

*DRAFT*

Goal	Activity	Q4 July-Sept	Q1 Oct-Dec	Q2 Jan-Mar	Q3 Apr - June
<b>Develop specific HUB good faith outreach efforts for formal solicitations and contracts</b>					
	Incorporate process for targeted outreach plan development for each formal solicitation posted	[Grey Bar]			
	Create data collection process for informal solicitations to gather information on HUB status consistently		[Grey Bar]		
	Identify practices for increasing the number of HUB quotes for informal solicitations with specific targets		[Grey Bar]		
<b>Track data that measures and reports good faith effort</b>					
	Develop mechanism for reporting on both formal and informal solicitation outreach to HUB vendors	[Grey Bar]			
	Collect and report on key data points for each solicitation: - Number of HUBs alerted to opportunities - Number of HUBs proposing and - Award HUB status		[Grey Bar]		
<b>Identify solicitations with HUB sub-contracting opportunities and require prime contractors to provide additional specific plans</b>					
	Enhance process for tracking subcontractor participation and HUB status		[Grey Bar]		
<b>Identify opportunities to refer vendors to City of Austin or Travis County business development, training and certifications and work</b>					
	Enhance the HUB vendor database through partnership with City of Austin and Travis County	[Grey Bar] <i>Ongoing</i>			
<b>Develop social media program for procurement department to promote upcoming solicitations</b>					
	Use existing community engagement team, advisory committees and social media to promote solicitations	[Grey Bar]			
	Develop a social media strategy, program and operational plan for Procurement Department		[Grey Bar]		
<b>Host specific events to raise awareness of large upcoming projects, that have high participation opportunities</b>					
	Create community events specific to large construction projects and opportunities for significant HUB participation	[Grey Bar] <i>As opportunities arise</i>			
<b>Develop Reporting Structure and Calendar</b>					
	Identify and implement new reporting tools from contract management and purchase order software investments		[Grey Bar]		
	Update the annual reporting to the Board of Managers and enhance with additional features			[Grey Bar]	



## CENTRAL HEALTH

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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 1**

Receive and discuss a presentation on the proposed Central Health and Community Care Collaborative Fiscal Year 2021 Budgets, including Fiscal Year 2020 end-of-year estimates and ongoing budget strategies.



CENTRAL HEALTH

# Fiscal Year 2021 Proposed Budget

Central Health Board of Mangers  
September 16, 2020

Jeff Knodel, CFO

Lisa Owens, Deputy CFO

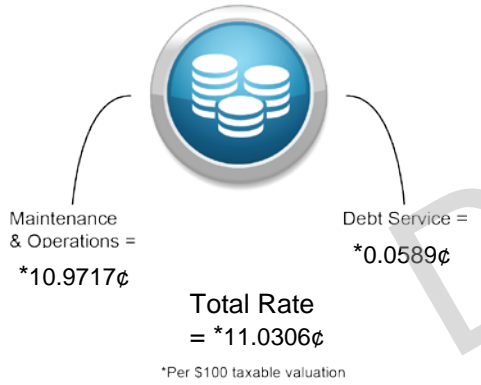


@CentralHealthTX

# FY2021 Proposed Tax Rate

## 6.9% over M&O No New Revenue rate

Central Health Property Tax Rate



	FY20	FY21
Average Taxable Homestead Value	\$347,655	\$355,379
Tax Rate	10.5573	11.0306
Tax Bill	\$367.03	\$392.00
Annual Increase = \$24.97 (6.8%)		

	Over 65 Homestead Exemption	Disability Homestead Exemption
20% (A) \$5,000 Minimum	\$85,500	\$85,500
(A) Maximum allowable by state law		



# Central Health FY2021 Proposed Budget

6.9% over M&O No New Revenue Rate: Attachment A

DESCRIPTION	FY 2020 APPROVED BUDGET	FY 2021 PROPOSED BUDGET 09/09/2020	FY 2021 PROPOSED BUDGET 09/16/2020
<b>TAX RATE</b>	<b>0.105573</b>	<b>0.110306</b>	<b>0.110306</b>
<b>SOURCES</b>			
Property Taxes	214,906,371	234,057,519	234,057,519
Lease Revenue	13,749,848	12,909,866	12,909,866
Interest	2,150,000	1,720,000	1,720,000
Tobacco Litigation Settlement	3,500,000	2,800,000	2,800,000
Subtotal Revenue	<b>234,306,218</b>	<b>251,487,385</b>	<b>251,487,385</b>
Contingency Reserve Carryforward	56,499,497	115,856,728	115,856,728
<b>Total Sources</b>	<b>290,805,715</b>	<b>367,344,113</b>	<b>367,344,113</b>
<b>USES</b>			
Healthcare Delivery	278,017,579	354,308,895	353,858,895
Administration	10,899,878	10,949,403	11,399,403
Tax Collection	1,888,258	2,085,816	2,085,816
<b>Total Uses</b>	<b>290,805,715</b>	<b>367,344,113</b>	<b>367,344,113</b>
<b>EMERGENCY RESERVE</b>			
Emergency Reserve	38,719,836	38,719,836	38,719,836



# Central Health FY2021 Proposed Budget

## 6.9% over M&O No New Revenue Rate: Attachment B

DESCRIPTION	FY 2020 APPROVED BUDGET	FY 2021 PROPOSED BUDGET 09/09/20	FY 2021 PROPOSED BUDGET 09/16/2020
<b>HEALTH CARE DELIVERY</b>			
<b>Intergovernmental transfers:</b>			
IGT - Disproportionate Share	36,120,000	29,075,000	29,075,000
IGT - CCC DSRIP	25,574,651	23,528,575	23,528,575
<b>Total Intergovernmental Transfers</b>	<b>61,694,651</b>	<b>52,603,575</b>	<b>52,603,575</b>
<b>Healthcare Services</b>			
Primary Care: Medical, Dental, & Behavioral Health	50,270,000	56,935,000	56,935,000
Specialty Care: including Specialty Dental	8,940,000	12,565,000	12,565,000
Specialty Care: Behavioral Health	883,856	1,883,856	1,883,856
Post Acute Care	5,400,000	5,400,000	5,400,000
Pharmacy	11,600,000	13,250,000	13,250,000
Hospital & Specialty Services	50,225,000	57,000,000	57,000,000
Hospital Performance Incentive	2,700,000	2,700,000	2,700,000
Reproductive and Sexual Health	1,950,000	1,150,000	1,150,000
Healthcare Services - PSH/PFS Payment	600,000	600,000	600,000
Integrated Care Collaboration (ICC)	719,990	719,990	719,990
<i>Proposed: Community Health Care Initiatives Fund</i>	-	875,000	875,000
Primary & Specialty Care Reserves	2,000,000	2,000,000	2,000,000
<b>Total Healthcare Services</b>	<b>135,288,846</b>	<b>155,078,846</b>	<b>155,078,846</b>



# Central Health FY2021 Proposed Budget

6.9% over M&O No New Revenue Rate: Attachment B (continued)

DESCRIPTION	FY 2020 APPROVED BUDGET	FY 2021 PROPOSED BUDGET 09/09/20	FY 2021 PROPOSED BUDGET 09/16/2020
<b>Healthcare Operations &amp; Support</b>			
ACA Healthcare Premium Assistance Programs	9,251,800	10,919,354	10,919,354
ACA Education and Enrollment	604,320	601,320	601,320
Healthcare Facilities and Campus Redevelopment	10,074,543	5,156,629	5,156,629
UT land lease for teaching hospital	921,627	940,843	940,843
Salary and Benefits	15,367,494	15,021,176	15,021,176
Legal	184,500	332,000	332,000
Consulting	1,073,000	1,085,500	1,085,500
Other professional services	4,493,819	7,065,656	7,065,656
Marketing, Community Relations & Engagement	796,166	839,990	839,990
Leases, security & maintenance	803,220	1,774,296	1,774,296
Phones, computer equipment & utilities	2,532,760	2,449,460	2,449,460
Printing, copying, postage & signage	300,633	334,522	334,522
Travel, training and professional development	237,140	276,607	276,607
Other operating expenses	255,995	293,822	293,822
Health Care Capital Line of Credit	-	1,091,773	1,091,773
<b>Total Healthcare Operations</b>	<b>46,897,017</b>	<b>48,182,947</b>	<b>48,182,947</b>
<b>Reserves, appropriated uses &amp; transfers:</b>			
Transfer to capital reserve	2,950,000	9,500,000	9,500,000
Transfer to emergency reserve	6,406,290	-	-
Sendero risk-based capital	-	-	-
Contingency reserve appropriation	23,407,493	83,679,169	83,229,169
<i>Proposed: Hospital Services Reserve</i>	-	4,000,000	4,000,000
<b>Total Reserves, appropriated uses &amp; transfers</b>	<b>32,763,783</b>	<b>97,179,169</b>	<b>96,729,169</b>





# Central Health FY2021 Proposed Budget

6.9% over M&O No New Revenue Rate: Attachment B (continued)

DESCRIPTION	FY 2020 APPROVED BUDGET	FY 2021 PROPOSED BUDGET 09/09/20	FY 2021 PROPOSED BUDGET 09/16/2020
<b>Debt service:</b>			
Debt service - principal retirement	1,065,000	1,180,000	1,180,000
Debt service - interest	308,283	84,357	84,357
<b>Total Debt Service</b>	<b>1,373,283</b>	<b>1,264,357</b>	<b>1,264,357</b>
<b>Total Healthcare Delivery</b>	<b>278,017,579</b>	<b>354,308,895</b>	<b>353,858,895</b>
<b>ADMINISTRATION</b>			
Salary and Benefits	5,903,601	5,561,651	5,561,651
Legal	1,390,820	1,497,136	1,497,136
Consulting	1,187,720	1,259,570	1,259,570
Investment Services (Travis County)	115,500	115,500	115,500
Benefits & Payroll administrative services	174,550	185,337	185,337
Other professional services	482,950	807,450	1,257,450
Marketing, Community Relations & Engagement	212,700	182,350	182,350
Leases, security & maintenance	335,200	244,940	244,940
Insurance & Risk Management	150,030	150,000	150,000
Phones, computer equipment & utilities	135,900	135,449	135,449
Printing, copying, postage & signage	103,775	85,245	85,245
Travel, training and professional development	211,960	222,282	222,282
Other operating expenses	495,172	502,494	502,494
<b>Total Administration</b>	<b>10,899,878</b>	<b>10,949,403</b>	<b>11,399,403</b>
<b>TAX COLLECTION</b>			
Appraisal District Svcs	1,069,646	1,123,128	1,123,128
Tax Collection Expense	818,612	962,688	962,688
<b>Total Tax Collection</b>	<b>1,888,258</b>	<b>2,085,816</b>	<b>2,085,816</b>
<b>TOTAL USES</b>	<b>290,805,715</b>	<b>367,344,113</b>	<b>367,344,113</b>



# Central Health FY2021 Proposed Budget

*Anticipated healthcare providers, specialties or programs*

**FY2021 Proposed**

Service Type	Provider	Budget
<b>Primary Care</b>	CommUnityCare Lone Star Circle of Care Peoples Community Clinic UT School of Nursing Other UTSON/ESD 11 Planned Parenthood	
<b>Total Primary Care</b>		<b>56,935,000</b>
<b>Specialty Care</b>		
Ophthalmology	Eye Physicians of Austin UT Health Austin Retina Consultants of Austin Austin Retina Associates Bailey Square Surgery Center CommUnityCare IRIS	
Oncology	Austin Cancer Centers Austin Radiology Associates CommUnityCareFit Testing	
Complex Gynecology	UT Health Austin Bailey Square Surgery Center	
Musculoskeletal	UT Health Austin Texas Physical Therapy Specialist	
Cardiology	CommUnityCare	
ENT	Austin Regional Clinic Northwest Surgery Center Capitol Anesthesia	
Rheumatology	CommUnityCare	
Dermatology	CommUnityCare Austin Regional Clinic Dermatology Expansion	
Gastroenterology	CommUnityCare Dr Sidhar Reddy North Austin Surgery Center GI Expansion	
Pulmonology	CommUnityCare Emergency Service Partners (ESP)	
Endocrinology	CommUnityCare	
Orthotics & Prosthetics	Applied Orthotics Hanger	

# Central Health FY2021 Proposed Budget

*Anticipated healthcare providers, specialties or programs*

**FY2021 Proposed**

<b>Service Type</b>	<b>Provider</b>	<b>Budget</b>
DME	EdgePark Medical Supplies The Comfort Store Austin Wheelchair	
Ancillary	Clinical Pathology Associates (CPA) Clinical Pathology Laboratories (CPL) Labcorp UT Health Austin Capitol Anesthesia Austin Anesthesia Group Austin Radiology Associates	
Referral Management & E-Consults	CommUnityCare	
General Surgery	Austin Surgeons Central Park Surgery Center	
Podiatry	CommUnityCare	
Wound Care	CommUnityCare	
Specialty Dental	Affordable Dentures Dr. Ronald Horne CommUnityCare	
Neurology	CommUnityCare	
Nephrology	CommUnityCare	
<b>Total Specialty Care</b>		<b>12,565,000</b>
Specialty Behavioral	Integral Care SIMS Foundation CommUnityCare	
<b>Total Specialty Behavioral</b>		<b>1,883,856</b>
Post Acute	Other	
<b>Total Post Acute</b>		<b>5,400,000</b>
Pharmacy	CommUnityCare Lone Star Circle of Care Pharmacy Expansion	
<b>Total Pharmacy</b>		<b>13,250,000</b>
Reproductive & Sexual Health	Planned Parenthood of Greater Texas CommUnityCare Lone Star Circle of Care Peoples Community Clinic Pregnancy Testing Program	
<b>Total Reproductive &amp; Sexual Health</b>		<b>1,150,000</b>
ACA Education and Enrollment	Foundation Communities United Way Other	
<b>Total ACA Education and Enrollment</b>		<b>601,320</b>

# FY 2021 Capital Budget

	Estimated Opening Balance FY21	FY21 Capital Expenses	Additional Reserves	Debt Financing	Estimated Ending Balance FY21
<b>FY2021 Proposed Capital Reserves Budget</b>					
Clinical Services/ETC	\$1.2	\$9.5	\$3.0	\$6.2	\$0.8
Campus Redevelopment	\$2.1	\$5.0	\$5.0	\$0.0	\$2.1
Other Capital Projects	\$3.0	\$8.0	\$1.5	\$6.5	\$3.0
<b>Estimated Capital Reserves FY2021</b>	<b>\$6.2</b>	<b>\$22.5</b>	<b>\$9.5</b>	<b>\$12.7</b>	<b>\$5.8</b>

*\*Does not include any large debt financed projects, discreet projects will be approved by the Board*

New Clinical Facilities/ETC: Estimated for 3 new Clinical locations

Campus Redevelopment: Red River Realignment

Other Capital Projects: Continuation of Electronic Health Record Transition and increase by \$1.5M for additional investment; Technology and Facilities Improvements;



# Budget Calendar

- ✓ Aug. 26 Central Health Board of Mangers Meeting  
(FY2021 Central Health Proposed Budget and tax rate)
- ✓ Aug 31 Community Conversation  
(FY2021 Proposed Budget)
- ✓ Sept. 2 Central Health Public Input Session  
(FY2021 Central Health Proposed Budget and tax rate)
- ✓ Sept. 9 Central Health Public Hearing  
(FY2021 Central Health Proposed Budget and tax rate)
- **Sept. 16 Central Health Board of Managers Meeting**  
(FY2021 Central Health Budget and Tax Rate Adopted; CCC Budget Approval)
- Sept. 29 Travis County Commissioners Court  
(FY2021 Central Health Budget and Tax Rate Adopted)





CENTRAL HEALTH

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**TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH  
BOARD OF MANAGERS  
RESOLUTION ADOPTING THE FISCAL YEAR 2021 BUDGET**

The Travis County Healthcare District (the “District”) d/b/a Central Health Board of Managers (the “Board”) hereby adopts the Central Health Fiscal Year 2021 Budget, which:

(i) consists of the Central Health Fiscal Year 2021 Budget Sources and Uses Summary (attached as Attachment A) and the Central Health Fiscal Year 2021 Budget Uses Detail (attached as Attachment B), both of which are incorporated herein by reference as if set out in full;

(ii) directs the President and CEO to advance the following Strategic Goals and Objectives of the District, as previously established, and the related work with periodic reports due to the Board of Managers as follows:

1. Develop and execute health care delivery based on people and place.
  - a. Continue service site expansion in Colony Park, Hornsby Bend, and Del Valle or Southeast Travis County, with commencement of site development and presentation of project budgets and estimated timelines for the phases of work.
  - b. Ensure that connection to people and place is supported by a culture of equity, inclusivity, and diversity in both Central Health’s workforce and contracts with Historically Underutilized Businesses.
  - c. Support ongoing COVID-19 response efforts for the benefit of Central Health funded patients, including support of clinical partners’ testing operations, contact tracing, vaccination efforts to reduce seasonal flu spread and utilization of critical care resources, outreach and education in high-risk zip codes and communities, and other mitigation efforts.
2. Implement patient-focused and coordinated health care system.
  - a. Develop initial goals, identify care gaps, and identify critical investment targets to improve access to care by building a health care system focused on health equity and meeting the health care needs of eligible members of the low-income population.
  - b. Improve access to specialty care across prioritized service lines.
  - c. Implement a new in-house call center to improve and streamline eligibility and enrollment in MAP and MAP-Basic coverage programs.

- d. Support implementation of CommUnityCare's transition to EPIC, a new electronic health record management system.
  - e. Develop plans to continue to appropriately utilize telemedicine, virtual care, and e-consults for primary, behavioral, and specialty care.
  - f. Align and strengthen case management across the District's Enterprise (i.e., CommUnityCare; Community Care Collaborative; and Sendero Health Plans). Coordinate communications and outreach with health care delivery operations to inform the community, and specifically Central Health funded patients, of available, culturally- and linguistically competent health care services and programs.
3. Implement a sustainable financial model for health care delivery, including optimizing the former Brackenridge Campus (n/k/a Downtown Campus) redevelopment to fund Central Health's Mission.
    - a. Establish and implement a hospital care and services funding model that is transparent and structured such that any funding commitments and assumption of risk ensures optimum use of local tax dollars and other public funds. Further, the model should ensure quality, accountability, public benefit, and be based on measurable hospital and specialty services for Central Health's funded patients. This work will require Central Health to adopt additional operational responsibilities and maintain a sufficient level of reserves.
    - b. Optimize the Downtown Campus redevelopment by completing demolition of buildings, obtaining optimum zoning overlays from the Austin City Council, and completing negotiations with the City of Austin regarding the realignment of Red River Street.
    - c. Maintain sufficient reserves to ensure that emergency and total reserves, as projected in the development and approval of this Budget, are at levels sufficient to maintain current service levels and permit appropriate enhancements based on planning efforts and scaled appropriately to take into account the risk capacity of Central Health. Reserve levels should not be materially affected by unplanned expenditures or new, mid-year programming unless there is a compelling, time-sensitive business case that staff or a Board member recommends to the Board of Managers and that the Board approves. Reserves will also include resources to improve access to the appropriate levels of primary and specialty care services that improve patient experience and quality of life; and

(iii) acknowledges that the Central Health Fiscal Year 2021 Budget will require a myriad of operational activities, consistent with Central Health's mission and values, to make



improvements and maintain operations to ensure that Central Health and its Enterprise partners (i.e., CommUnityCare Health Centers and Sendero Health Plans), achieve their stated mission(s), promote equity, and reduce health disparities in those we are privileged to serve. The Board further acknowledges that staff time and resources will be dedicated to process improvements, technology and facility operations, communications and outreach, reporting, planning, strategy development, all facets of health care delivery, human resources, governance, compliance, procurement, and sound business and fiscal practices.

Pursuant to Chapter 281 of the Texas Health & Safety Code, the Central Health Fiscal Year 2021 Budget Sources and Uses Summary and any amendments thereto must be approved by the Travis County Commissioners Court before the budget becomes effective. Moreover, any expenditures incurred or paid pursuant to this Central Health Fiscal Year 2021 Budget shall be controlled by the Travis County Healthcare District Financial Policies, and any other policies adopted by the Board related to reserve levels or the expenditure of funds that explicitly require the Central Health Board of Managers approval. The acquisitions and services funded by Central Health will, to the greatest extent possible, be predicated on the submission of service or business plans that measure viability, sustainability for the intended term, and value to Central Health's mission.

ADOPTED at an open meeting of the Central Health Board of Managers held on the \_\_\_ day of September 2020.



CENTRAL HEALTH

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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 2**

Discuss and take appropriate action on the Central Health proposed Fiscal Year (FY) 2021 budget.



# CENTRAL HEALTH

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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 3**

Discuss and take appropriate action on the Community Care Collaborative proposed Fiscal Year (FY) 2021 budget.<sup>3</sup>



# CENTRAL HEALTH

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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 4**

Discuss and take appropriate action regarding Central Health's proposed 2021 tax rates:

- a. Total Maintenance and Operations Tax Rate (Roll Call Vote);
- b. Total Debt Service Tax Rate (Roll Call Vote); and
- c. Total Ad Valorem Tax Rate (Roll Call Vote).



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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 5**

Receive a report on fiscal year-to-date health care service expenditures made by, and accept the August 2020 financial statements for, Central Health and the Community Care Collaborative.



# Central Health

## Financial Statement Presentation

FY 2020 – as of Aug 31, 2020 (Preliminary)

Central Health Board of Managers

September 16, 2020

Lisa Owens, Deputy CFO



- Slide 2 Index
- Slide 3 Highlights
- Slide 4 Balance Sheet - Assets
- Slide 5 Balance Sheet - Liabilities & Net Assets
- Slide 6 Sources & Uses
- Slide 7 HCD - Summary
- Slide 8 HCD - Blank Page
- Slide 9 HCD - IGT & HCD Services
- Slide 10 HCD - Operating Cost
- Slide 11 HCD - Primary Care
- Slide 12 HCD - Specialty Care

Note: HCD = Health Care Delivery



- Year-to-date through August, collected net property tax revenue is \$213 million compared to \$197 million as of August 2019.
- Tax collected through August 2020 is 98% of the adjusted tax levy compared to 99% as of August 2019.
- Healthcare Delivery is \$139 million for the eleven months ending 08/31/2020.
- GAAP reporting Net Assets increased \$74 million year-over-year.
- TCHD LPPF total restricted balance of LPPF as of 08/31/2020 is \$6 million.

GAAP: Generally Accepted Accounting Principles refer to a common set of accounting principles, standards, and procedures issued by the Financial Accounting Standards Board. GAAP primary focus is to improve clarity, consistency, and comparability of the communication of financial information.





Assets	Preliminary as	
	of 8/31/2020	as of 8/31/2019
Current Assets		
Cash and cash equivalents	1,259,890	1,198,135
Short-term investments	192,072,883	108,334,307
Ad valorem taxes receivable	2,323,133	1,589,199
Other receivables	3,109,698	3,653,620
Prepaid expenses	390,551	291,558
Total Current Assets	<u>199,156,155</u>	<u>115,066,819</u>
Restricted Cash and Investments or Noncurrent		
Restricted for capital acquisition	7,901,549	6,164,210
Sendero paid-in-capital	71,000,000	71,000,000
Working capital advance to CommUnityCare	4,000,000	4,000,000
Sendero Surplus Debenture	37,083,000	37,083,000
Restricted TCHD LPPF Cash & Investments	6,208,615	26,163,693
Total Restricted Cash and Investments or Noncurrent	<u>126,193,164</u>	<u>144,410,903</u>
Capital Assets		
Land	12,598,612	12,546,211
Buildings and improvements	130,702,304	134,395,476
Equipment and furniture	9,612,935	9,494,278
Construction in progress	3,826,290	1,667,771
Less accumulated depreciation	(47,057,317)	(43,998,333)
Total Capital Assets	<u>109,682,824</u>	<u>114,105,403</u>
<b>Total Assets</b>	<u><u>435,032,143</u></u>	<u><u>373,583,124</u></u>



<b>Liabilities</b>	<b>Preliminary</b>	
	<b>as of 8/31/2020</b>	<b>as of 8/31/2019</b>
Current Liabilities		
Accounts payable	10,436,849	2,750,715
Salaries and benefits payable	2,185,125	1,408,362
Other Payables	36,320	91,418
Debt service payable, short-term	1,180,000	1,065,000
Deferred tax revenue	2,013,680	1,324,092
Other deferred revenue	610,000	8,278
Total Current Liabilities	16,461,974	6,647,865
Restricted or Noncurrent Liabilities		
Funds held for TCHD LPPF	6,208,615	26,163,693
Debt service payable, long-term	6,105,000	7,285,000
Deferred Revenue	-	1,220,000
Total Restricted of Noncurrent Liabilities	12,313,615	34,668,693
Total Liabilities	28,775,589	41,316,558
<b>Net Assets</b>		
Unrestricted	296,573,730	218,161,164
Investment in Capital Assets	109,682,824	114,105,403
Total Net Assets	406,256,554	332,266,566
<b>Liabilities and Net Assets</b>	<b>435,032,143</b>	<b>373,583,124</b>



Sources / Uses	Aug 2020	FY20 YTD	FY20 Budget	Percent of Budget Used	FY19 YTD
<b>Sources</b>					
Property Tax Revenue	61,024	213,403,940	214,906,371	99%	196,736,807
Lease Revenue	857,841	10,984,679	13,749,848	80%	12,316,278
Other Revenue	125,391	2,304,977	2,150,000	107%	2,592,841
Tobacco Settlement Revenue	-	3,819,376	3,500,000	109%	3,523,773
Contingency Reserve (Carryforward)	-	64,898,396	56,499,497	115%	52,648,775
<b>Total Sources</b>	<b>1,044,256</b>	<b>295,411,368</b>	<b>290,805,716</b>	<b>102%</b>	<b>267,818,474</b>
<b>Uses of Funds</b>					
<b>Healthcare Delivery</b>	<b>9,721,497</b>	<b>139,278,800</b>	<b>278,017,581</b>	<b>50%</b>	<b>184,529,465</b>
<b>Administrative Program</b>					
Salaries and benefits	432,785	4,323,439	5,903,601	73%	3,716,219
Consulting Fees	170,517	485,605	1,187,720	41%	222,293
Legal Fees	124,123	1,004,819	1,390,820	72%	682,163
Other Purchase Goods and Services	124,020	1,039,327	2,417,737	43%	1,058,636
<b>Total Administrative Program</b>	<b>851,445</b>	<b>6,853,190</b>	<b>10,899,878</b>	<b>63%</b>	<b>5,679,311</b>
<b>Tax Collection Expenses</b>	<b>79,124</b>	<b>1,686,062</b>	<b>1,888,258</b>	<b>89%</b>	<b>1,558,687</b>
<b>Total Uses</b>	<b>10,652,066</b>	<b>147,818,052</b>	<b>290,805,716</b>	<b>51%</b>	<b>191,767,463</b>
<b>Excess Sources / (Uses)</b>	<b>(9,607,810)</b>	<b>147,593,316</b>			<b>76,051,011</b>



<b>Healthcare Delivery Summary</b>	<b>Aug 2020</b>	<b>FY20 YTD</b>	<b>FY20 Budget</b>	<b>Percent of Budget Used</b>	<b>FY19 YTD</b>
<b>Inter-Governmental Transfers (IGTs)</b>	-	47,787,969	61,694,651	77%	117,958,420
<b>Healthcare Services</b>					
Member Payment to CCC	-	-	-	0%	24,210,000
Primary Care - (see detail on Slide 11)	5,874,709	40,735,785	50,270,000	81%	613,723
Specialty Care, incld Dental & Behavioral Health	915,738	5,226,419	9,823,856	53%	-
Pharmacy	725,875	8,845,757	11,600,000	76%	-
Post Acute Care	-	-	5,400,000	0%	-
All Other Healthcare Services	121,471	1,030,274	5,269,990	20%	1,247,510
Indigent Care & Hospital Performance Incentive	-	-	52,925,000	0%	-
<b>Subtotal Healthcare Services</b>	<b>7,637,793</b>	<b>55,838,235</b>	<b>135,288,846</b>	<b>41%</b>	<b>26,071,233</b>
<b>ACA Premium Assist, Education, Enrollment</b>	<b>856,300</b>	<b>8,720,496</b>	<b>9,856,120</b>	<b>88%</b>	<b>4,923,312</b>
<b>Healthcare Facilities and Campus Redevelopment</b>	<b>48,163</b>	<b>3,484,748</b>	<b>10,996,170</b>	<b>32%</b>	<b>5,196,119</b>
<b>Healthcare Delivery Operating Costs</b>	<b>1,171,591</b>	<b>12,808,084</b>	<b>26,044,728</b>	<b>49%</b>	<b>5,197,496</b>
<b>Debt, Reserves and Transfers</b>	<b>7,650</b>	<b>10,639,268</b>	<b>34,137,066</b>	<b>31%</b>	<b>25,182,885</b>
<b>Total Healthcare Delivery</b>	<b>9,721,497</b>	<b>139,278,800</b>	<b>278,017,581</b>	<b>50%</b>	<b>184,529,465</b>



Details for Health Care Delivery on the following slides.

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Healthcare Delivery - Detail	Aug 2020	FY20 YTD	FY20 Budget	Percent of Budget Used	FY19 YTD
<b>Intergovernmental Transfers (IGTs)</b>					
Private - Uncompensated Care	-	-	-	0%	15,228,042
DSMC - Uncompensated Care	-	(907,876)	-	0%	14,256,758
DSH - Disproportionate Share	-	27,866,991	36,120,000	77%	33,431,254
DSRIP - CCC	-	20,828,854	25,574,651	81%	32,150,830
DSRIP - DSMC, Dell Children's	-	-	-	0%	22,207,318
DSRIP - St. David's	-	-	-	0%	684,218
<b>Subtotal Intergovernmental Transfers (IGTs)</b>	<b>-</b>	<b>47,787,969</b>	<b>61,694,651</b>	<b>77%</b>	<b>117,958,420</b>
<b>Healthcare Services</b>					
Member Payment to CCC	-	-	-	0%	24,210,000
Primary Care - (see detail on Slide 11)	5,874,709	40,735,785	50,270,000	81%	613,723
Specialty Care, incld Dental - (see detail on Slide 12)	856,351	4,720,843	8,940,000	53%	-
Specialty Care, Behavioral Health	59,387	505,576	883,856	57%	-
Pharmacy	725,875	8,845,757	11,600,000	76%	-
Post Acute Care	-	-	5,400,000	0%	-
Reproductive and Sexual Health	70,031	411,939	1,950,000	21%	-
Health care services, Pay for Success	-	-	600,000	0%	-
Medical Administration / ICC payment	51,440	565,835	719,990	79%	565,835
Primary & Specialty Care Reserves	-	52,500	2,000,000	3%	681,675
Indigent Care	-	-	50,225,000	0%	-
Hospital Performance Incentives	-	-	2,700,000	0%	-
<b>Subtotal Healthcare Services</b>	<b>7,637,793</b>	<b>55,838,235</b>	<b>135,288,846</b>	<b>41%</b>	<b>26,071,233</b>

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Healthcare Delivery Detail (continued)	Aug 2020	FY20 YTD	FY20 Budget	Percent of Budget Used	FY19 YTD
<b>Healthcare Operations and Support</b>					
<b>ACA and Premium Assistance Programs</b>					
High Risk Premium Programs	658,600	6,169,603	7,000,000	88%	2,274,147
CHAP Program	184,661	1,979,883	2,251,800	88%	1,854,221
ACA Enrollment and Education Services	13,039	571,010	604,320	94%	794,944
<b>Subtotal ACA &amp; Premium Assist Program</b>	<b>856,300</b>	<b>8,720,496</b>	<b>9,856,120</b>	<b>88%</b>	<b>4,923,312</b>
<b>Healthcare Facilities and Campus</b>					
Salaries and benefits	18,946	321,701	432,555	74%	322,466
Consulting Services	-	-	5,872,788		79,067
Legal Fees	9,534	180,145	234,000	77%	163,960
Other Goods & Svc incl. UT Ground Lease	19,683	2,982,902	4,456,827	67%	4,630,626
<b>Subtotal Healthcare Facilities and Campus</b>	<b>48,163</b>	<b>3,484,748</b>	<b>10,996,170</b>	<b>32%</b>	<b>5,196,119</b>
<b>Healthcare Delivery Operating Costs</b>					
Salaries and benefits	857,544	8,763,303	15,367,495	57%	3,567,292
Consulting Services	15,403	57,218	1,073,000	5%	83,357
Legal Fees	7,220	105,580	184,500	57%	109,600
Other Services and Purchased Goods	291,424	3,881,983	9,419,733	41%	1,437,247
<b>Subtotal HCD Operating Cost</b>	<b>1,171,591</b>	<b>12,808,084</b>	<b>26,044,728</b>	<b>49%</b>	<b>5,197,496</b>
<b>Debt Service, Reserves and Transfers</b>					
Debt Service	7,650	1,282,978	1,373,283	93%	1,342,885
FY2020 Capital reserve	-	2,950,000	2,950,000	100%	2,840,000
FY2020 Emergency reserve	-	6,406,290	6,406,290	100%	1,000,000
FY2020 Sendero Risk Based Capital	-	-	-		20,000,000
FY2020 Contingency reserve appropriation			23,407,493		-
<b>Subtotal Debt, Reserves and Transfers</b>	<b>7,650</b>	<b>10,639,268</b>	<b>34,137,066</b>	<b>31%</b>	<b>25,182,885</b>
<b>Total Healthcare Delivery</b>	<b>9,721,497</b>	<b>139,278,800</b>	<b>278,017,581</b>	<b>50%</b>	<b>184,529,465</b>



<b>Healthcare Delivery - Primary Care</b>	<b>Aug 2020</b>	<b>FY20 YTD</b>	<b>FY20 Budget</b>	<b>Percent of Budget Used</b>
<b>Primary Care</b>				
CommUnity Care	5,276,538	34,567,423	39,000,000	89%
Lone Star Circle of Care	453,506	4,838,603	6,400,000	76%
People's Community Clinic	104,774	1,674,444	2,500,000	67%
Other Primary Care	39,891	(344,685)	2,370,000	-15%
<b>Subtotal Primary Care Services</b>	<b>5,874,709</b>	<b>40,735,785</b>	<b>50,270,000</b>	<b>81%</b>

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Healthcare Delivery - Specialty Care	Aug 2020	FY20 YTD	FY20 Budget	Percent of Budget Used
Specialty Care				
Ancillary Services	7,022	21,340	100,000	21%
Cardiology	19,814	99,820	150,000	67%
Consultation Services	0	0	75,000	0%
Dental Specialty	48,956	792,937	1,000,000	79%
Dermatology	385,798	718,813	550,000	131%
Durable Medical Equipment	64	17,050	115,000	15%
Ear, Nose & Throat ENT	37,459	304,088	400,000	76%
Endocrinology	43,889	199,255	300,000	66%
Gastroenterology	94,008	722,559	1,650,000	44%
General Surgery	12,299	132,979	300,000	44%
Gynecology IPU	416	11,890	100,000	12%
Nephrology	0	0	200,000	0%
Oncology	36,074	375,206	700,000	54%
Ophthalmology	53,950	707,945	1,725,000	41%
Orthotics & Prosthetics	13,381	113,014	200,000	57%
Podiatry	15,158	59,725	250,000	24%
Pulmonology	56,170	267,998	375,000	71%
Rheumatology	22,959	113,429	150,000	76%
Specialty Care	(663)	34,037	450,000	8%
Wound Care	9,595	28,757	150,000	19%
<b>Total Specialty Care</b>	<b>856,349</b>	<b>4,720,842</b>	<b>8,940,000</b>	<b>53%</b>



# Questions ? Comments ?

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Balance Sheet (Assets) – Slide 4

**Current Assets**

Cash and Cash Equivalents – \$1.3M compared to \$1.2M August 2019

Short-term Investments – Short-term investments were \$192M at month-end and restricted investments of \$7.9M for capital acquisitions.

Ad Valorem Taxes Receivable – \$2.3M balance is composed of:

Gross Tax Receivables	\$ 7.1M
Taxable Assessed Valuation Adjustment	(2.4)M
Est. Allowance for Doubtful collections	(2.4)M
<b>Total Taxes Receivable</b>	<b>\$ 2.3M</b>

Other Receivables – Other receivables total \$3.1M and consists of intercompany balances:

- CommUnityCare - \$986K
- Sendero - \$805K
- Community Care Collaborative - \$1.1M
- Accrued Interest \$189K

Prepaid Expenses – \$391K balance composed of:

- Prepaid Insurance - \$114K
- TCAD Appraisal Fees - \$79K
- ICC - \$51K
- Software - \$76K
- Memberships/Subscriptions - \$47K
- Deposits - \$24K

**Total Current Assets – \$199M**



August 2020 Preliminary Monthly Financial Statements (unaudited)

Page 2 of 6

**Balance Sheet (Assets)** – Slide 4 (continued)

**Restricted Cash & Investments or Noncurrent**

Investments Restricted for Capital Acquisition – \$7.9M in short-term securities restricted for capital acquisition.

Sendero Paid-in-Capital – \$71.0M (unchanged)

Working Capital Advance to CommUnityCare – \$4.0M (unchanged)

Sendero Surplus Debenture – \$37.1M (unchanged)

Restricted TCHD LPPF Cash & Investments - \$6.2M

Capital Assets – \$110M, net of accumulated depreciation

**Total Assets** – \$435M



**Current Liabilities** – Slide 5

Accounts Payable – Major components of the \$10.4M balance are:

- \$7.4M estimated IBNR for healthcare services.
- \$1.4M estimated healthcare delivery costs.
- \$1.6M in month-end vendor invoices due.

Salaries and Benefits Payable – \$2.2M balance is comprised of the accrued liability for salary costs unpaid at month-end, the value of accrued personal time off and various fringe benefit amounts withheld and not yet paid.

Other Payables – \$36K includes capital lease obligation related to medical equipment leased at Southeast Health and Wellness Center.

Debt Service Payable, Short-Term – \$1.2M in Certificates of Obligation Payable.

Deferred Tax Revenue - \$2.0M

Other Deferred Revenue - \$610K consists of the lease revenue \$610K for Block 164 Yr3 (FY21) from 2033 LLP

**Total Current Liabilities** – \$16M



**Restricted or Noncurrent Liabilities** – Slide 5 (continued)

Funds held for TCHD LPPF - \$6.2M receipts from participants in the LPPF.

Debt Service Payable, Long-Term – \$6.1M balance of the \$7.285M in General Obligation Bonds, Series 2020. This debt was originally issued in 2011 for the North Central clinic. Due annually on 3/1.

**Total Restricted or Noncurrent Liabilities – \$12M**

**Total Liabilities – \$28.8M**

**Net Assets**

Unrestricted Net Assets – \$297M

Investment in Capital Assets – \$110M

**Total Net Assets – \$406M**

**Total Liabilities and Net Assets – \$435M**



**Sources and Uses Report** – Slide 6

August financials → eleven months of the fiscal year, 92% of the fiscal year.

**Sources – Total \$1.0M for the month**

Property Tax Revenue – Net property tax revenue for the month was \$61K. Net revenue includes \$146K current month's collections and \$800 in unclaimed foreclosures, less \$86K in adjustments for prior year delinquent taxes.

Lease Revenue – \$858K recorded for Seton lease payment and the UT ground lease.

Other Revenue – \$125K investment income for the month, \$2.3M YTD, compared to \$2.6M YTD last year.

**Uses of Funds – Total \$10.7M for the month**

Total Healthcare Delivery Program – Total healthcare delivery expenses were \$9.7M for the month and \$139M YTD compared to \$185M YTD thru August 2019.

Administration Program – \$851K in expense for the month, which includes:

- Personnel costs – \$433K
- Consulting services – \$170K
- Legal fees – \$124K
- Other general and administrative – \$124K

**Tax Collection Expenses** – \$79K for the month.

**Excess Sources/(Uses)** – \$(9.6)M in August. Current YTD is \$148M compared to prior year 2019 YTD of \$76M.



August 2020 Preliminary Monthly Financial Statements (unaudited)

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**Healthcare Delivery Expense** – Slide 7

**Healthcare Delivery Expense** – Total \$9.7M August; \$139M YTD compared to \$185M August 2019.

Intergovernmental Transfers (“IGT’s”) – YTD \$48M compared to \$118M last year.

Healthcare Services – Healthcare delivery providers’ expense for August totaled \$7.6M, which includes:

- Primary care – \$5.9M
- Specialty Care (including Dental and Behavioral Health) – \$915K
- Pharmacy - \$725K
- All Other Healthcare Services - \$121K

ACA Premium Assist, Education, Enrollment – \$856K in expenses for the month.

Healthcare Facilities and Campus Redevelopment - \$48K in expense for the month and \$3.5M YTD.

Healthcare Delivery Operating Cost – \$1.2M in expenses for the month and includes:

- Personnel costs – \$858K
- Consulting Services – \$15K
- Legal Fees - \$7K
- Other services and purchased goods – \$291K

Debt, Reserves and Transfer – \$8K in Debt Service expense for the month

**Total Healthcare Delivery** - for the month of August was \$9.7M.



# Community Care Collaborative

## Financial Statement Presentation

### FY 2020 – as of August 31, 2020 (Preliminary)

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**Central Health Board of Managers**  
**Board of Managers Meeting**  
**September 16, 2020**

**Jeff Knodel, Chief Financial Officer**  
**Lisa Owens, Deputy Chief Financial Officer**



a partnership of Central Health and Seton Healthcare Family

*Preliminary*

# Highlights Community Care Collaborative

August 2020



- \* Cash is at \$35 million compared to \$31 million last year.
- \* Total Liabilities are at \$13 million as of the end of August 2020.
- \* Net Assets at the end of August are \$22.2 million.

*Preliminary*

# Balance Sheet Community Care Collaborative

As of August 2020



## Community Care Collaborative

	as of 8/31/2020	as of 8/31/2019
<b>Assets</b>		
Cash and Cash Equivalents	34,994,841	30,968,568
Other Receivables	86,855	0
Prepaid and Other	140,231	241,950
Total Assets	<u>35,221,927</u>	<u>31,210,518</u>
<b>Liabilities</b>		
AP and Accrued Liabilities	10,711,335	17,151,615
Deferred Revenue	1,961,042	773,780
Other Liabilities	220,479	256,832
Accrued Payroll	110,414	379,935
Total Liabilities	<u>13,003,270</u>	<u>18,562,162</u>
Net Assets	<u>22,218,657</u>	<u>12,648,356</u>
Liabilities and Net Assets	<u>35,221,927</u>	<u>31,210,518</u>

*Preliminary*

# Sources and Uses Report, Budget vs Actual

## Fiscal Year-to-Date through August 2020



<b>Sources of Funds</b>	<b>Approved Budget</b>	<b>YTD Actual</b>	<b>YTD % of Budget</b>	<b>Prior YTD Actual</b>
DSRIP Revenue	61,168,472	63,290,350	103%	76,552,524
Member Payment - Seton <sup>(1)</sup>	0	0	0%	21,133,245
Member Payment - Central Health <sup>(1)</sup>	0	0	0%	24,210,000
Operations Contingency Carryforward	5,362,495	10,731,787	200%	5,088,307
Other Sources	100,000	120,752	121%	586,943
<b>Total Sources of Funds</b>	<b>66,630,967</b>	<b>74,142,890</b>	<b>111%</b>	<b>127,571,019</b>
<b>Uses - Programs</b>				
Healthcare Delivery	19,630,967	15,054,160	77%	76,127,463
UT Services Agreement	35,000,000	35,000,000	100%	35,000,000
DSRIP Project Costs	12,000,000	6,870,073	57%	8,795,185
<b>Total Uses</b>	<b>66,630,967</b>	<b>56,924,233</b>	<b>85%</b>	<b>119,922,648</b>
<b>Net Sources (Uses)</b>	<b>-</b>	<b>17,218,657</b>		<b>7,648,372</b>
<b>Net Assets</b>		<b>22,218,657</b>		<b>12,648,372</b>

<sup>(1)</sup> Final contributions will be subject to provisions of the MSA, which requires the parties to collaborate to adequately fund the CCC, but leaves the amount of funding up to each parties' discretion. Each member contribution could be more or less than the budget, depending upon a variety of factors.

*Preliminary*

# Healthcare Delivery Costs - Summary

Fiscal Year-to-Date through August 2020



	<u>Approved Budget</u>	<u>YTD Actual</u>	<b>YTD % of Budget</b>	<b>Prior YTD Actual</b>
<b>Healthcare Delivery</b>				
Primary Care & Emergency Transport	921,822	610,953	66%	44,499,956
Specialty Care	3,908,000	2,041,224	52%	6,249,994
Specialty Behavioral Health	8,000,000	7,410,792	93%	8,432,777
Specialty Dental Care	0	(8,710)	0%	747,894
Post-Acute Care	2,675,000	2,341,766	88%	2,019,311
Pharmacy	0	0	0%	4,961,789
Medical Management	0	0	0%	1,499,177
Urgent and Convenient Care	475,000	155,575	33%	127,731
Healthcare Delivery - Operations	2,849,742	2,502,560	88%	7,588,834
Operations Contingency Reserve	801,403	0	0%	0
<b>Total Healthcare Delivery</b>	<b>19,630,967</b>	<b>15,054,160</b>	<b>77%</b>	<b>76,127,463</b>

*Preliminary*

# Thank You

[www.ccc-ids.org](http://www.ccc-ids.org)

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Community Care  
COLLABORATIVE

a partnership of Central Health and Seton Healthcare Family

*Preliminary*



August 2020 FYTD Financial Statements (unaudited)  
Page 1 of 4

## **Balance Sheet**

### **Current Assets**

Cash and Cash Equivalents – \$35M

Other Receivables – \$87K

- \$87K – Atrium Rent Allocation
- Prepaid and Other – \$140K – Atrium Security deposit, Insurance, and MCG license

**Total Assets – \$35.2M**

### **Liabilities**

Accounts Payable and Accrued Liabilities – \$10.7M, which includes:

- \$8.7M estimated IBNR (Incurred But Not Received) for providers
- \$887K non-provider accruals
- \$1.1M due to Central Health

Deferred Revenue – \$2M deferred revenue related to DSRIP projects

Other Liabilities – \$220K; includes leasehold improvement allowance liability of \$89K and Deferred Rent of \$135K

Payroll Liabilities – \$110K; includes PTO liability

**Total Liabilities – \$13M**



August 2020 FYTD Financial Statements (unaudited)  
Page 2 of 4

**Net Assets**

Unrestricted Net Assets – \$22.2M

**Total Net Assets – \$22.2M**

**Total Liabilities and Net Assets – \$35.2M**

**Sources and Uses Report**

August financials → eleven months, 92% of the fiscal year

**Sources of Funds, Year-to-Date**

DSRIP Revenue - \$63.3M

Operations Contingency - \$10.7M from FY2019 (This includes emergency reserves of \$5M)

Other Sources – \$121K for interest income



**Uses of Funds, Year-to-Date**

Operating Expenses  
Healthcare Delivery  
(Excluding DSRIP)

	<u>Approved Budget</u>	<u>YTD Actual</u>	<u>YTD % of Budget</u>	<u>Prior YTD Actual</u>
<b>Healthcare Delivery</b>				
Primary Care & Emergency Transport	921,822	610,953	66%	44,499,956
Specialty Care	3,908,000	2,041,224	52%	6,249,994
Specialty Behavioral Health	8,000,000	7,410,792	93%	8,432,777
Specialty Dental Care	0	(8,710)	0%	747,894
Post-Acute Care	2,675,000	2,341,766	88%	2,019,311
Pharmacy	0	0	0%	4,961,789
Medical Management	0	0	0%	1,499,177
Urgent and Convenient Care	475,000	155,575	33%	127,731
Healthcare Delivery - Operations	2,849,742	2,502,560	88%	7,588,834
Operations Contingency Reserve	801,403	0	0%	0
<b>Total Healthcare Delivery</b>	<b>19,630,967</b>	<b>15,054,160</b>	<b>77%</b>	<b>76,127,463</b>



August 2020 FYTD Financial Statements (unaudited)  
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UT Services Agreement – Year-to-date \$35M

DSRIP Project Costs – Year-to-date \$6.9M, primarily made up of provider earnings to date of:

- CommUnity Care - \$4.5M
- Lone Star Circle of Care - \$2.0M
- Hospice Austin - \$100K

DRAFT

# Healthcare Services Supplemental Report-

Central Health & Community Care Collaborative

<b>Healthcare Services - CH &amp; CCC Highlights</b>	<b>Current Year YTD Actual</b>	<b>FY20 Budget</b>	<b>Percent of Budget Used</b>	<b>Prior Year YTD Actual</b>	<b>YOY % Change</b>
Primary Care	41,502,313	51,666,822	80%	45,241,410	-8%
Specialty Care, incld Dental - (see detail on next slide)	6,753,358	12,848,000	53%	6,997,887	-3%
Specialty Care, Behavioral Health	7,916,368	8,883,856	89%	8,432,777	-6%
Pharmacy	8,845,757	11,600,000	76%	4,961,789	78%
Post Acute Care	2,341,766	8,075,000	29%	2,019,311	16%
<b>Sum of Services Reported - CH &amp; CCC</b>	<b>67,359,561</b>	<b>93,073,678</b>	<b>72%</b>	<b>67,653,175</b>	<b>0%</b>

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Healthcare Specialty Care - CH & CCC	Current Year YTD Actual	FY20 Budget	Percent of Budget Used	Prior Year YTD Actual	YOY % Change	Comments/Notes (greater than +/- 50% and +/- \$90K)
Ancillary Services	14,050	110,000	13%	16,293	-14%	
Cardiology	162,580	250,000	65%	134,368	21%	
Consultation Services	14,713	150,000	10%	23,642	-38%	
Dental - Specialty	784,227	1,000,000	78%	747,894	5%	
Dermatology	683,091	600,000	114%	353,317	93%	
Ear, Nose & Throat ENT	317,215	500,000	63%	209,534	51%	Service expansion increased clinic and surgical volumes
Endocrinology	163,519	300,000	55%	257,226	-36%	
Gastroenterology	626,860	1,700,000	37%	735,883	-15%	
General Surgery (New FY19)	124,524	325,000	38%	15,466	705%	New program late in FY19
Gynecology IPU	342,352	675,000	51%	424,344	-19%	
Nephrology (New FY20)	14,850	250,000	6%	n/a	n/a	New program FY20
Oncology	375,206	700,000	54%	278,788	35%	
Ophthalmology	796,349	1,825,000	44%	1,246,958	-36%	
Orthotics & Prosthetics	105,089	200,000	53%	214,224	-51%	
Musculoskeletal	1,348,130	1,700,000	79%	1,201,533	12%	
Podiatry (New FY20)	59,725	250,000	24%	n/a	n/a	New program FY20
Pulmonology	229,458	375,000	61%	328,900	-30%	
Rheumatology	96,773	150,000	65%	140,792	-31%	
Palliative Care	3,047	25,000	12%	486	526%	
Physical Medicine and Rehabilitation	0	100,000	0%	0	n/a	
Urology	0	250,000	0%	169,794	-100%	Pending Agreement
Other - Multi & Specialty Care	462,845	1,263,000	37%	498,446	-7%	
Wound Care (New FY20)	28,757	150,000	19%	n/a	n/a	New program FY20
<b>Total Specialty Care Svcs Reported CH &amp; CCC</b>	<b>6,753,357</b>	<b>12,848,000</b>	<b>53%</b>	<b>6,997,887</b>	<b>-3%</b>	

Note: Management analyzed services lines fluctuating greater than +/-50% and +/--\$90,000. Please refer to comments noted above.



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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 6**

Take appropriate action on a Central Health-CommUnityCare memorandum of understanding agreement related to reimbursement for COVID-19 expenses.



## MEMORANDUM

**To:** Central Health Board of Managers  
**From:** Jeff Knodel, Chief Financial Officer  
**CC:** Mike Geeslin, President & CEO  
**Date:** September 11, 2020  
**Re:** Memorandum of Understanding between Central Health and CommUnityCare **ACTION ITEM**

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### **Synopsis**

The purpose of this item is to request approval of a Memorandum of Understanding (MOU) between Central Health and CommUnityCare related to COVID-19 activities. These activities may include, but are not limited to testing, contact tracing, equipment, and supplies.

### **Overview:**

Governor Abbot made the Texas disaster declaration for COVID-19 on March 25, 2020. During this period, CommUnityCare has been instrumental for COVID-19 testing in Travis County, including the operation of drive-thru testing sites in the community and over 28,000 tests administered since late March. To date, CommUnityCare has received approximately \$5.8 million dollars from the CARES Act and other federal Coronavirus response measures for reimbursement of COVID-19 related costs or revenue losses.

In addition, CommUnityCare is eligible for public assistance through the Federal Emergency Management Agency (FEMA). FEMA typically reimburses entities 75% of eligible expenses that occur during a disaster declaration period. Eligible entities must find other sources to fund the remaining 25% of costs.

The MOU will establish an agreement between Central Health and CommUnityCare for payments of unreimbursed costs incurred for COVID-19 costs, including in-kind costs not reimbursed by FEMA or any other third party.

### **Action Requested:**

We request that the Central Health Board of Managers approve the Memorandum of Understanding (MOU) between Central Health and CommUnityCare and authorize the Central Health President and CEO to execute the Agreement for Central Health.

### **Fiscal Impact:**

The fiscal impact of this action is unknown at this time. Any funding as a result of this MOU will be funded from Central Health's Contingency Reserve Appropriation budget line item.



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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 7**

Receive a report on a Central Health employee Affirmative Action Study.<sup>3</sup>





MEMORANDUM

**To:** Board of Managers Executive Committee

**From:** Mike Geeslin, President and CEO

**Cc:** Susan Willars, EVP Human Resources

**Date:** September 11, 2020

**Re:** Informational Item: Central Health Affirmative Action Analysis - Preview

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**Synopsis**

The Human Resources Department, under the leadership of Susan Willars and report author Betsy Good, has completed a preliminary draft of the affirmative action study on the Central Health workforce. The statistical portion is complete and the narrative portions are undergoing review and editing.

Given that this type of analysis requires time to understand, I've asked Susan and Betsy to have a discussion with the Executive Committee summarizing the key takeaways based on the statistical analysis. Additional information and summaries will be shared at the meeting scheduled for Wednesday, 16 September. In this manner, the Committee has an opportunity to preview the study while at the same time having staff provide context. Further, the Committee can provide guidance on how the final presentation should occur with the full Board. This approach is similar to the preview of the 2020 Demographic Report before the Strategic Planning Committee.

Your consideration and initial thoughts will be much appreciated.

###



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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 8**

Receive a final progress update on priorities detailed in the Fiscal Year 2020 Budget Resolution aligned with the Strategic Goals and Objectives.

## MEMORANDUM

**To:** Central Health Board of Managers Strategic Planning Committee  
**CC:** Mike Geeslin, President and CEO  
Jeff Knodel, Chief Financial Officer  
Monica Crowley, Chief Strategy Officer  
Jonathan Morgan, Chief Operating Officer, Health Care Delivery Operations  
**From:** Stephanie Lee McDonald, VP, Enterprise Alignment and Coordination  
**Date:** September 9, 2020  
**Re:** Agenda item 8 – Receive a final progress update on priorities detailed in the Fiscal Year 2020 Budget Resolution aligned with the Strategic Goals and Objectives. *INFORMATIONAL ITEM*

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### Overview

The following memorandum updates progress on the priorities detailed in the Fiscal Year 2020 Budget Resolution and is the final update in Fiscal Year 2020.

### Synopsis

*Key Projects and Outcomes (per Board of Managers Resolution, FY 2020 Budget)*

- *Central Health Premium Assistance Program, fund high-risk MAP patients' conversion to Sendero Ideal Care*
- *Access to Care (A2C), including 12-month MAP eligibility periods and service capacity planning*
- *Central Health - Ascension Seton Payment Model, by virtue of funds allocated for new hospital funding model in the FY 2020 Budget*
- *Eastern Travis County Expansion focused on the priority areas of Colony Park, Hornsby Bend, and South East Travis County*
- *Financial Reserves, ensuring sufficient reserves and minimizing impact of unplanned expenditures*
- *Brackenridge Campus Redevelopment*
- *Electronic Health Record, acquisition of new system for CommUnityCare*

*The above project areas are in support of the three strategic objectives adopted by the Board in 2018:*

- *Develop health care based on people and place*
- *Implement patient-focused, coordinated health care*
- *Implement a sustainable financial model for health care delivery, including optimizing the Brackenridge Redevelopment*

**KEY PROJECT:** *Central Health Premium Assistance Program, fund high-risk MAP patients' conversion to Sendero Ideal Care*

### **STATUS: COMPLETE**

Following up on the inaugural effort in Fiscal Year 2019, Central Health identified 1,503 high-risk MAP or MAP Basic members in Fiscal Year 2020 eligible for the Central Health Premium Assistance Program Expansion. Efforts reach and educate members on this opportunity to

establish health coverage through Sendero Health Plans, Inc. yielded 380 additional members who are now insured by Sendero Health Plans, Inc. To fully leverage the Affordable Care Act within Sendero and Central Health resources, a target of 500 members was set.

Central Health Enrollment and Eligibility, through a thorough outreach campaign, achieved the following:

Number of existing CHAP Expansion enrolled in Calendar Year 2020	156
New CHAP Expansion members	380
<b>Total CHAP Expansion enrollment for Calendar Year 2020</b>	<b>536</b>

**KEY PROJECT:** *Access to Care (A2C), including 12-month MAP eligibility periods and service capacity planning\**

**STATUS: Planning Complete**

Central Health’s Health Care Delivery Operations, which includes Data and Analytics and Eligibility and Enrollment departments, under the direction of the Chief Operating Officer, Chief Strategy Officer, and Chief Financial Officer convened a working group that analyzed financial impact and operational considerations for a 12-month MAP eligibility period. These results have been brought to the Central Health Board of Managers and implementation is pending review by the minority partner of the Community Care Collaborative.

**KEY PROJECT:** *Central Health - Ascension Seton Payment Model, by virtue of funds allocated for new hospital funding model in the FY 2020 Budget*

**STATUS: Ongoing**

The terms for which a new hospital funding model could be developed are currently in mediation between the parties. Central Health’s President & CEO, Chief Strategy Officer, Chief Financial Officer, and Chief Operating Officer are all actively engaged in this effort with legal counsel. The Central Health Board of Managers have been updated throughout the year as to the status and discussions between the parties. On September 2, 2020, Central Health’s Board of Managers directed the President and CEO to notice Ascension Texas of Material Breaches and Non-Compliance.

**KEY PROJECT(s):** *Eastern Travis County Expansion focused on the priority areas of Colony Park, Hornsby Bend, and South East Travis County*

Colony Park

**STATUS: Ongoing**

- CommUnityCare provided health care through mobile clinic and Jordan Elementary and Turner Roberts Recreation Center (*pre-COVID-19*)
- Central Health provided regular MAP and MAP Basic Eligibility and Enrollment Services at Overton Elementary School (*pre-COVID-19*)
- Mobile clinic transitioned to support COVID-19 testing in March 2020 at Jordan Elementary

#### Northeast Health Resource Center

- Relocation of Northeast Health Resource Center to Barbara Jordan Elementary set by AISD for mid-October 2020. Revised agreement in legal review.
- Program Manager position in hiring process with active community participation

#### Permanent facility

- Interlocal with City of Austin for up to five acres in the Master Planned Development proceeding
- Health care service delivery recommendation presented to Eastern Crescent Subcommittee at August 2020 meeting
- Clinical operator evaluating service plan recommendation and financial impact for report back to Central Health in October 2020
- Request for qualifications for architectural and engineering services in development

#### Hornsby Bend/Austin's Colony Phase One

##### **STATUS: Phase One Complete; Permanent facility ongoing**

- Home Health Pilot through CommUnityCare concluded in February 2020
- Clinic on Travis County Fire Rescue property opened February 2020
- Mobile clinic utilized for COVID-19 testing in Hornsby Bend – currently at Hornsby-Dunlap Elementary School

#### Permanent facility

- Service Delivery Planning for permanent site underway and recommendation presented at September 10, 2020 Eastern Crescent Subcommittee Meeting
- Site preparation work for permanent – task orders in development for contractors

#### Southeast Travis County

##### **STATUS: Ongoing**

- CommUnityCare mobile health clinic serving Creedmoor community (*pre-COVID-19*)
- CommUnityCare Del Valle site expanded number of clinic service days per week
- CommUnityCare provided COVID-19 testing at Southeast Metro Park until August 27, 2020
- Central Health supported CommUnityCare COVID-19 drive-through testing at Burleson Road facility starting August 27, 2020
  
- Travis County Fire and Rescue (TCFR) and UT School of Nursing (UTSON) agreements for site on US Hwy 183 with TCFR and UTSON for review and execution
- Service Delivery Planning underway and recommendation presented at September 10, 2020 Eastern Crescent Subcommittee Meeting
- Central Health acquired property adjacent to Popham Elementary – in final closing. Approved by Travis County Commissioners Court in August 2020.

**KEY PROJECT:** *Financial Reserves, ensuring sufficient reserves and minimizing impact of unplanned expenditures*

**STATUS: COMPLETE**

Central Health has sufficient reserves and cash on hand to sustain current operations. As the COVID-19 pandemic unfolds, Central Health Finance Department continues to apprise the board of any financial impact. Central Health Board of Managers anticipated to adopt Fiscal Year 2021 budget and associated tax rate September 16, 2020.

**KEY PROJECT:** *Brackenridge Campus Redevelopment*

**STATUS: Ongoing**

The entitlement case and Red River Interlocal Agreement are on the Austin City Council Agenda for September 17, 2020. Demolition continues on the campus and Block 164 generated lease revenue for Central Health during Fiscal Year 2020.

**KEY PROJECT:** *Electronic Health Record, acquisition of new system for CommUnityCare*

**STATUS: COMPLETE**

Project now in Build Phase Level Four. Current efforts are focused on system development, purchasing necessary equipment, and installation planning. All key agreements with the vendor have been executed. Staff have been recruited, onboarded and trained all have been certified by EPIC with a few team members still working to complete certification in specific areas. Due to the COVID-19 pandemic, full implementation was behind schedule at CommUnityCare, but four largest CUC sites are on target for full installation by December 2020.

**Financial Impact**

At this time there is no unanticipated budget impact and all activities above have been performed within approved amounts.

**Action Required**

This item is informational and there is no action requested.



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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 9**

Discuss and take appropriate action on the 1115 Medicaid Waiver, Delivery System Reform Incentive Payment (DSRIP) projects, the Community Care Collaborative, and other healthcare delivery partners, programs, projects, and arrangements, including agreements with Ascension Texas.<sup>3</sup>



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## **BOARD MEETING**

**September 16, 2020**

## **REGULAR AGENDA ITEM 10**

Confirm the next regular Board meeting date, time, and location.