



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.

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.

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

BOARD OF MANAGERS MEETING

Wednesday, July 27, 2022, 4:00 p.m.

Or immediately following the Executive Committee Meeting

Videoconference meeting¹

A quorum of the Board and the presiding officer will be present at:

Central Health Administrative Offices
1111 E. Cesar Chavez St.
Austin, Texas 78702
Board Room

Members of the public may attend the meeting at the address above, or 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/1491205436?pwd=SFZzdkdDeW9BRFZvT0tJdThyVC84UT09>

Password: 6373767

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

Dial: (888) 501-0031

Meeting ID: 149 120 5436

Effective September 1, 2021, Governor Abbott rescinded emergency waivers allowing Open Meetings to be conducted virtually. To reduce the possibility of COVID-19 infection as a result of attendance at in-person meetings, the Board will meet via videoconference with a quorum present in person and allow public participation via videoconference and telephone as allowed under the Open Meetings Act. Although a quorum of the Central Health Board will be physically present at the location posted in the meeting notice, we strongly encourage all members of the public to observe the meeting virtually and participate in public comment, if desired, through the virtual meeting link or telephone number listed on each meeting notice.

Members of the public who attend in person should conduct a self-assessment before coming to the building to ensure they do not have a high temperature or any symptoms of COVID-19. Anyone who is symptomatic and/or has a fever should contact their healthcare provider for further instructions. Symptomatic members of the public can still participate, if desired, through the virtual

meeting link or telephone number listed on each meeting notice. Resources related to COVID-19 can be found at the following link <https://www.austintexas.gov/covid19>.

A member of the public who wishes to make comments virtually during Public Communication for the Board of Managers meeting or the Executive Committee meeting must properly register with Central Health ***no later than 2:30 p.m. on July 27, 2022***. Registration can be completed in one of three ways:

- Complete the virtual sign-in form at <https://www.centralhealth.net/meeting-sign-up/>;
- Call 512-978-9190. Please leave a voice message with your full name and your request to comment via telephone at the meeting; with the name of the meeting at which you wish to speak; or
- Sign-in at the front desk on the day of the meeting, prior to the start of the meeting.

Individuals who register to speak on the website or by telephone will receive a confirmation email and/or phone call by staff with instructions on how to join the meeting and participate in public communication.

PUBLIC COMMUNICATION

Public Communication rules for Central Health Board and Committee meetings include 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. Approve the minutes of the Central Health Board of Managers June 15, 2022 meeting.
- C2. Receive and ratify Central Health Investments for June 2022.
- C3. Delegate authority to the President and CEO to negotiate and execute a consultant contract for the next phase of Central Health's ongoing Equity-Based Systems Planning work which includes developing operational implementation and financial sustainability plans in support of the Board adopted Healthcare Equity Plan (aka Equity-focused Service Delivery Strategic Plan), as recommended by the Strategic Planning Committee.
- C4. Discuss and take appropriate action on an amendment to the JP Morgan Chase Contract for district depository services.

REGULAR AGENDA²

1. Receive an update from The University of Texas at Austin Dell Medical School on Central Health's financial investment and how it has contributed to Fiscal Year (FY) 2022 outcomes supporting Central Health's mission of serving indigent residents of Travis County, and an update on The University of Texas at Austin Dell Medical School's future opportunities and challenges. *(Informational Item)*
2. Receive and discuss a presentation on the proposed Central Health Fiscal Year (FY) 2023 budget and tax rate. *(Informational Item)*
3. Receive the fiscal year-to-date healthcare service expenditures made by, and accept the preliminary May and June 2022 financial statements for, Central Health and the Community Care Collaborative, and review historical average revenues and expenses for Central Health. *(Informational Item)*
4. Receive and discuss updates on the 1115 Medicaid Waiver, Delivery System Reform Incentive Payment (DSRIP) program and associated projects, the Community Care Collaborative, and other healthcare delivery partners, programs, projects, and arrangements, including agreements with Ascension Texas and the University of Texas at Austin.³ *(Action Item)*
5. Receive and discuss an update on Sendero Health Plans financials and proposed business strategies. ⁴ *(Informational Item)*
6. Confirm the next regular Board meeting date, time, and location. *(Informational Item)*

Notes:

- ¹ Although emergency orders allowing for fully virtual meetings have expired, the Travis County area continues to have some COVID-19 infections. This meeting may include one or more members of the Board of Managers participating by videoconference. It is the intent of the presiding officer to be physically present and preside over the meeting at Central Health Administrative Offices, 1111 E. Cesar Chavez, Austin, TX 78702, Board Room. This meeting location will be open to the public during the open portions of the meeting, and any member participating by videoconference shall be both visible and audible to the public whenever the member is speaking. **Members of the public are strongly encouraged to participate remotely through the toll-free videoconference link or telephone number provided.**
- ² 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.
- ³ Possible closed session discussion under Texas Government Code §551.071 (Consultation with Attorney)
- ⁴ Possible closed session discussion under Texas Government Code §551.085 (Governing Board of Certain Providers of Health Care Services)

A recording of this meeting will be made available to the public through the Central Health website (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 planee 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 Board of Managers Shared Commitments **Agreed adopted on June 30, 2021**

Whereas, the Board of Managers of Central Health has come together as a governing body to ensure the Vision of Central Health: Central Texas is a model health Community;

Whereas, the Board of Managers of Central Health bring this vision into reality by enacting the mission of caring for those who need it most and thereby improving the health of our community;

Whereas, the Board of Managers of Central Health achieves excellence toward this vision and mission through the stated values of Stewardship, Innovation, Respect, and Collaboration;

Whereas, the Board of Managers of Central Health further known as we in this document understand that systemic racism is the root of health inequities that emerge from a history of racism in Texas including Travis County that contributes to the social determinants of health that play a primary role in producing inequitable health outcomes;

Whereas, as an organization, Central Health is anti-racist and committed to a diverse and inclusive culture that seeks equity and social justice in the pursuit of its mission:

1. We Commit to informing all of our actions as Board Managers with the understanding that we are accountable to recognizing and to interrupting systems of oppression. This includes understanding the power structure in the United States, and Texas, and Travis County, that advantages certain community members and has historically disadvantaged other community members based on the color of their skin, race, ethnicity, language, and/or other characteristics. We further understand that to disrupt this power structure and the health inequities it produces, we must collaborate to collectively respond to the lived realities of all ethnicities, races, and identities disadvantaged within this system and all historically oppressed identities and communities disadvantaged within this system. We Commit to understanding that when disadvantaged communities compete against each other, we all lose in this system, and the only way forward is to work together for the benefit of all oppressed communities collectively.
2. We Commit to a model of Generative Leadership which requires us to understand and practice collaboration and accountability demonstrated by following our agreed upon meeting procedures and ensuring all members have the opportunity for comparable speaking time. We further Commit to intentionality prior to speaking including: considering: what is the goal of what I

- want to share; is this the right time to share it; and is this in keeping with our collective goal for this particular moment within this particular meeting?
3. We Commit to Generative Conflict which includes engaging in disagreements and differences in perspective in a way that deepens relationships and trust by expanding knowledge and understanding of each other, including expecting our ideas to be expanded and enriched by learning and engaging with other Board Manager ideas, choosing curiosity over competition of ideas, and anchoring our conversations in our common purpose.
 4. We Commit to practicing emotional intelligence as leaders which includes being aware of our own emotions and reactions and managing them, as well as being aware of our impact on others and managing this impact for the collective good when we are in our role as Board Managers.
 5. We Commit to being aware of our own privileges and advantages in the sociopolitical and economic structure of the United States, Texas, and Travis County to use these for the benefit of interrupting inequities across historically disadvantaged identities.
 6. We Commit to preventing the commission of microaggressions through the awareness of the history and oppression of diverse identities and communities. To this end, we Commit to strive to learn the historical context informing the lived realities of all historically oppressed identities and communities, and to use this to prevent use of language and commission of actions that can be harmful given these histories.
 7. If we inadvertently commit a microaggression, we strive to immediately become aware on our own of the harm we have caused. If another Board Manager generously helps us become aware of a microaggression we have committed we welcome the support in our learning and growing process as a leader and immediately express appreciation for having made us aware, own the mistake we have made, acknowledge the impact of the harm we have caused, and engage repair through apology and the articulation of what we will do to avoid the repetition of such harm in the future.
 8. If we observe one of our fellow Board Managers commit a microaggression, we Commit to calling them in by letting them know in a respectful and kind manner of the mistake that has been made.
 9. We understand that many of us, as survivors of historically oppressed identities and communities, carry internalized narratives of oppression, and we can inadvertently express these oppressions against others in ways that cause harm and we Commit to the same process identified in 7 and 8 to engage repair and return to generative collaborative processes.
 10. We understand that even without the history of oppression potentiating the weight of harm, expressions of prejudice and rudeness can also cause harm to our shared aims, and we Commit to the same process identified in 7 and 8 to engage repair and return to generative collaborative processes.

11. We Commit to using our Racial and Social Justice Framework (next page) for decision-making as we work together for the collective good of our communities as we eradicate health inequities and create a model healthy community.
12. We understand that we are entrusted with a vital responsibility for our communities and are accountable stewards for the time and resources available to our Board of Managers. We understand that these commitments are entered into to ensure responsible stewardship of this time and resources through generative collaborative processes to reach our vision and mission and we agree that if we do not follow any one of these commitments we welcome our Board Manager colleagues to bring this to our attention through the agreed upon process reflected here and when this occurs, we commit to immediately acknowledging the mistake and engaging in a repair and correction process as indicated in these commitments so that our work to dismantle systemic racism and resulting barriers and achieve health equity can move forward.

Be it adopted that the above agreements will be honored and acted upon by each Board Manager as of 6/30/2021 and henceforth forward as indicated by signature below.

Board Manager Signature

Date

Board Manager Printed Name

Calling In and Repairing Harm

Calling In after Harm in Groups with Shared Values and Aims Stance

Hey, this thing you said/did hurt some folks or could hurt some folks.

A) Here's why that can be hurtful or,

B) Please do some research to learn the history of why that's hurtful.

Implied message: I know you are good and are on this journey with us and we are all going to make mistakes as we unlearn things.

Calling In after Harm in Groups with Shared Values and Aims Sample Language

- I know it wasn't your intention, but what you just said minimizes the horror of _____ e.g. the history of racism, enslavement, the holocaust, etc.
- I know it wasn't your intention but what you just said has the impact of implying that _____ are not competent or as intelligent as others.
- What you just said suggests that _____ people don't belong.
- That phrase has been identified as being disrespectful and painful to _____ people and it's important that we not use it.
- Oh, I have also used that term, but I have now learned that when we use it we are leaving out people who _____ or we are implying that _____ and the word people are learning to use now is _____.
- The term used now by people living with that identity is _____.

Repairing Harm after Microaggressions, Mistakes, and expressions of Prejudice

- Own / Name it
- Recognize the Impact
- Apologize (Do not share context or explanations)
- Make any amends that are possible
- State what you are going to do to learn and do better in the future.

Sample Language: Thank you so much for letting me know. You are right, I used this term or said that phrase and realize that it has the impact of minimizing the experience of _____ or implying that _____. I am deeply sorry and will practice learning the correct language and will research and learn more about this to ensure that I do not make this mistake and cause this harm in the future.

RACIAL and SOCIAL JUSTICE FRAMEWORK

Values and Anti-Racism/Anti-Oppression

- Is this consistent with our values?
- Are we taking steps so we cannot predict outcomes by race and other systemically disadvantaged characteristics?

Intentional and Accountable Storytelling

- What data are we using and has it been disaggregated by race? What is the source of the data? Who is it making visible and invisible? Whose experience is being centralized and whose is being marginalized in the data? Does the way we are using the data reflect the complexity of the issues and reflect the issues accurately?
- What are the stories and narratives we are telling? What is the purpose? Who is interpreting the meaning? Who's it meant for? Who's impacted and how?
- Are we refusing to be ahistorical? Are we fully considering history and the impacts of the historical context?

Power Analysis

- What are the power dynamics in this situation? What are the intersecting spheres of oppression at work in this situation?
- What are the cultural norms of white supremacy at work in this situation?
- Who would benefit and who would be harmed by this action/decision?
- Does this interrupt/disrupt or collude with/reinforce oppressive systems/power structures?
- If this is attempting a solution, where are we locating the problem?
- Does the solution/strategy we are proposing change the system or the individual?
- Who are we asking to change and why?

Relationships

- Who is in the room and who isn't and why? Who is sharing and who is not and why?
- Whose perspective is represented/who is left out? And who is doing the representing? Who do we believe, who do we find credible? Why? Why not?
- Whose experience is being centralized and whose experience is being marginalized? Who is gazing and who is being gazed upon?
- Are we boldly leading toward our racial justice aim by building a broad coalition of support?
- Are we operating from a similar/shared understanding of anti-racism work? Do we have a shared anti-racist understanding of where the problem is located and a shared anti-racist theory of change to generate a solution? Have we agreed upon a shared goal?



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BOARD MEETING

July 27, 2022

AGENDA ITEM C1

Approve the minutes of the Central Health Board of Managers June 15, 2022 meeting.

MINUTES OF MEETING – JUNE 15, 2022
CENTRAL HEALTH
BOARD OF MANAGERS

On Wednesday, June 15, 2022, a meeting of the Central Health Board of Managers convened in open session at 6:42 p.m. remotely by toll-free videoconference and in person at the Central Health Administrative Offices. Clerk for the meeting was Briana Yanes.

Board members present at Central Health: Chairperson Bell, Treasurer Zuniga, Secretary Valadez, Manager Jones, Manager Motwani, Manager Museitif, and Manager Zamora

Board members present via video and audio: Manager Greenberg

Absent: Vice Chairperson Brinson (audio only)

CONSENT AGENDA

C1. Approve the minutes of the Central Health Board of Managers May 25, 2022 meeting.

C2. Receive the Quarterly Investment Report and ratify Central Health Investments for May 2022.

Clerk's Notes: Discussion on this item began at 6:42 p.m.

Manager Valadez moved that the Board approve Consent Agenda Items C1 and C2.

Manager Zuniga seconded the motion.

Chairperson Charles Bell	For
Vice Chairperson Cynthia Brinson	Absent
Treasurer Julie Zuniga	For
Secretary Cynthia Valadez	For
Manager Sherri Greenberg	For
Manager Shannon Jones	For
Manager Amit Motwani	For
Manager Maram Museitif	Absent
Manager Guadalupe Zamora	For

REGULAR AGENDA

At 6:43 p.m. Manager Valadez moved that the Board of Managers limit debate on all items on the agenda to three minutes per member per item.

Manager Zuniga seconded the motion.

Chairperson Charles Bell	For
Vice Chairperson Cynthia Brinson	Absent
Treasurer Julie Zuniga	For
Secretary Cynthia Valadez	For
Manager Sherri Greenberg	For
Manager Shannon Jones	For
Manager Amit Motwani	For
Manager Maram Museitif	Absent
Manager Guadalupe Zamora	For

1. **Receive an update from The University of Texas at Austin Dell Medical School on Central Health’s financial investment and how it has contributed to Fiscal Year (FY) 2022 outcomes supporting Central Health’s mission of serving indigent residents of Travis County and an update on The University of Texas at Austin Dell Medical School’s future opportunities and challenges.**

Clerk’s Notes: This item was postponed.

2. **Discuss and take appropriate action to accept a grant from the Episcopal Health Foundation to support Phase II of the Strategic System of Care Planning.**

Clerk’s Notes: Discussion on this item began at 6:44 p.m. Ms. Monica Crowley, Chief Strategy Officer and Senior Legal Counsel briefly presented this item. She requested that the Board take formal action to accept the \$600,000 grant from Episcopal Health Foundation to support Central Health in implementing and operating a financially sustainable, comprehensive, high functioning and affordable safety-net system of care for Travis County Phase II.

Manager Valadez moved that the Board accept the \$600,000 grant from the Episcopal Health Foundation as recommended by staff.

Manager Museitif seconded the motion.

Chairperson Charles Bell	For
Vice Chairperson Cynthia Brinson	Absent
Treasurer Julie Zuniga	For
Secretary Cynthia Valadez	For
Manager Sherri Greenberg	For
Manager Shannon Jones	For
Manager Amit Motwani	For
Manager Maram Museitif	For
Manager Guadalupe Zamora	For

3. **Receive an update and take appropriate action on setting the Central Health Tax Year 2022 homestead property tax exemption for Travis County residents who are over 65 or disabled.**

Clerk’s Notes: Discussion on this item began at 6:47 p.m. Ms. Lisa Owens, Deputy Chief Financial Officer, presented the Central Health FY23 exemptions. The presentation included a look at major taxing jurisdictions, FY22 exemptions, and the proposed changes to exemptions for FY23.

Manager Valadez moved that the Board recommend that the Travis County Commissioners Court both increase the tax exemption for Travis County residents who are over 65 or disabled to \$110,000, and maintain the homestead exemption at the current maximum statutory rate for the Central Health 2022 Tax Year.

Manager Museitif seconded the motion.

Chairperson Charles Bell	For
Vice Chairperson Cynthia Brinson	Absent
Treasurer Julie Zuniga	For
Secretary Cynthia Valadez	For
Manager Sherri Greenberg	For
Manager Shannon Jones	For
Manager Amit Motwani	For
Manager Maram Museitif	For
Manager Guadalupe Zamora	For

4. Receive a presentation on the Fiscal Year 2022 Capital Projects in process and Fiscal Year 2023 Capital Planning Budget.

Clerk's Notes: Discussion on this item began at 6:51 p.m. Ms. Lisa Owens, Deputy Chief Financial Officer, presented the Central Health FY23 capital planning budget. The presentation included an update on the current major capital projects approved by the Board of Managers through March 31, 2022, preliminary information on the long-term capital planning budget, and FY23 capital reserves.

5. Receive and discuss updates on the 1115 Medicaid Waiver, Delivery System Reform Incentive Payment (DSRIP) program and associated projects, the Community Care Collaborative, and other healthcare delivery partners, programs, projects, and arrangements, including agreements with Ascension Texas and the University of Texas at Austin.

Clerk's Notes: Discussion on this item began at 7:05 p.m.

At 7:06 p.m. Chairperson Bell announced that the Board was convening in closed session to discuss agenda item 5 under Texas Government Code §551.071 Consultation with Attorney.

At 7:26 p.m. the Board returned to open session.

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

At 7:26 p.m. Manager Greenberg moved that the meeting adjourn.

Manager Valadez seconded the motion.

Chairperson Charles Bell	For
Vice Chairperson Cynthia Brinson	Absent
Treasurer Julie Zuniga	For
Secretary Cynthia Valadez	For
Manager Sherri Greenberg	For
Manager Shannon Jones	For
Manager Amit Motwani	For
Manager Maram Museitif	For
Manager Guadalupe Zamora	For

The meeting was adjourned at 7:26 p.m.

Charles Bell, Chairperson
Central Health Board of Managers

ATTESTED TO BY:

Cynthia Valadez, Secretary
Central Health Board of Managers



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BOARD MEETING

July 27, 2022

AGENDA ITEM C2

Receive and ratify Central Health Investments for June 2022.

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 \$7,545,695.88 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 15 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: July 27, 2022

CHAIR, BOARD OF MANAGERS

VICE CHAIR, BOARD OF MANAGERS

MANAGER

MANAGER

MANAGER

MANAGER

MANAGER

MANAGER

MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/1/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	11,105.88	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8030%
PRINCIPAL:	11,105.88	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	11,105.88	CUSIP #:	N/A
TRADE DATE:	6/1/2022	SETTLEMENT DATE:	6/1/2022

AUTHORIZED BY:

Deborah A. Lauder milk
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/1/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	2,390.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8030%
PRINCIPAL:	2,390.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,390.00	CUSIP #:	N/A
TRADE DATE:	6/1/2022	SETTLEMENT DATE:	6/1/2022

AUTHORIZED BY:

Deborah A. Lauder milk
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/1/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	25,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8030%
PRINCIPAL:	25,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	25,000.00	CUSIP #:	N/A
TRADE DATE:	6/1/2022	SETTLEMENT DATE:	6/1/2022

AUTHORIZED BY:

Deborah A. Lauder milk
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/1/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	856,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8030%
PRINCIPAL:	856,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	856,000.00	CUSIP #:	N/A
TRADE DATE:	6/1/2022	SETTLEMENT DATE:	6/1/2022

AUTHORIZED BY:

Deborah A. Laudermitte
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/2/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	<u>TexStar</u>	FUND NAME:	<u>CENTRAL HEALTH</u>
PAR VALUE:	<u>61,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE:	<u>N/A</u>	BOND EQ. YIELD:	<u>0.8098%</u>
PRINCIPAL:	<u>61,000.00</u>	PURCHASED THRU:	<u>TexStar</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>61,000.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>6/2/2022</u>	SETTLEMENT DATE:	<u>6/2/2022</u>

AUTHORIZED BY: Reagan Linn
 CASH INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/10/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	<u>TexStar</u>	FUND NAME:	<u>CENTRAL HEALTH</u>
PAR VALUE:	<u>18,750.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.8271%</u>
PRINCIPAL:	<u>18,750.00</u>	PURCHASED THRU:	<u>TexStar</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>18,750.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>6/10/2022</u>	SETTLEMENT DATE:	<u>6/10/2022</u>

AUTHORIZED BY: *Deborah A. Laudermilk*
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/14/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexDaily	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	5,000,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8400%
PRINCIPAL:	5,000,000.00	PURCHASED THRU:	TexDaily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	5,000,000.00	CUSIP #:	N/A
TRADE DATE:	6/14/2022	SETTLEMENT DATE:	6/14/2022

AUTHORIZED BY: Deborah A. Laudermilk
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/14/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	<u>TexDaily</u>	FUND NAME:	<u>CENTRAL HEALTH</u>
PAR VALUE:	<u>25,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.8400%</u>
PRINCIPAL:	<u>25,000.00</u>	PURCHASED THRU:	<u>TexDaily</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>25,000.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>6/14/2022</u>	SETTLEMENT DATE:	<u>6/14/2022</u>

AUTHORIZED BY: *Deborah A. Lauder milk*
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/15/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	9,450.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8448%
PRINCIPAL:	9,450.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	9,450.00	CUSIP #:	N/A
TRADE DATE:	6/15/2022	SETTLEMENT DATE:	6/15/2022

AUTHORIZED BY:

Deborah A. Laudermilk
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/15/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexStar	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	26,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.8448%
PRINCIPAL:	26,000.00	PURCHASED THRU:	TexStar
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	26,000.00	CUSIP #:	N/A
TRADE DATE:	6/15/2022	SETTLEMENT DATE:	6/15/2022

AUTHORIZED BY:

Deborah A. Laudermilk
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/27/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexDaily	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	561,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	1.2300%
PRINCIPAL:	561,000.00	PURCHASED THRU:	TexDaily
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	561,000.00	CUSIP #:	N/A
TRADE DATE:	6/27/2022	SETTLEMENT DATE:	6/27/2022

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/30/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH
PAR VALUE:	950,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	1.3254%
PRINCIPAL:	950,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	950,000.00	CUSIP #:	N/A
TRADE DATE:	6/30/2022	SETTLEMENT DATE:	6/30/2022

AUTHORIZED BY:

Deborah A. Lauder milk
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH MONTHLY INVESTMENT REPORT
 PORTFOLIO STATISTICS

DATE: June 30, 2022

By Fund Type

Operating	\$	483,838,454.51	86.63%
LPPF		18,526,605.22	3.32%
Bond Proceeds		56,165,477.36	10.06%
Other		-	0.00%
Total Portfolio	\$	<u>558,530,537.09</u>	<u>100.00%</u>

By Security Type

Operating-

TexasDAILY	\$	13,107,827.48	2.71%
TexPool	\$	144,928,974.85	29.95%
TexSTAR	\$	12,374,409.51	2.56%
TexasTERM CP		-	0.00%
Non-Int Bearing Bank Account		928,000.00	0.19%
Certificates of Deposit		-	0.00%
Treasury Securities		-	0.00%
Government Agencies		229,990,537.50	47.53%
Commercial Paper		4,981,666.67	1.03%
Municipal Bonds		77,527,038.50	16.02%
Total	\$	<u>483,838,454.51</u>	<u>100.00%</u>

LPPF-

TexPool		18,526,605.22	100.00%
Total	\$	<u>18,526,605.22</u>	<u>100.00%</u>

Bond Proceeds-

TexPool	\$	56,165,477.36	100.00%
Total	\$	<u>56,165,477.36</u>	<u>100.00%</u>

Compared to Policy Limits

		Actual %	Guidelines
TexasDAILY	13,107,827.48	2.35%	30.00%
TexPool	219,621,057.43	39.39%	50.00%
TexSTAR	12,374,409.51	2.22%	30.00%
TexasTERM CP	0.00	0.00%	30.00%
Total LGIPS	\$ 245,103,294.42	43.96%	70.00%
Certificates of Deposit	-	0.00%	50.00%
Treasury Securities	-	0.00%	100.00%
Government Agencies	229,990,537.50	41.25%	75.00%
Commercial Paper	4,981,666.67	0.89%	20.00%
Municipal Bonds	77,527,038.50	13.90%	20.00%
	\$ <u>557,602,537.09</u>	<u>100.00%</u>	

Commercial Paper by Entity as a Percentage of Portfolio

ING CP 9/16/22	\$	4,981,666.67	0.89%	5.00%
	\$	<u>4,981,666.67</u>	<u>0.89%</u>	<u>20.00%</u>

Municipal Bonds by Entity as a Percentage of Portfolio

Alabama ST Pub Sch & Clg 2022	\$	1,000,000.00	0.21%	5.00%
Alpine UT Sch Dist	\$	3,864,844.80	0.80%	5.00%
City of Dallas Waterworks	\$	5,154,300.00	1.07%	5.00%
City of Hampton VA - GO	\$	1,157,199.00	0.24%	5.00%
City of Lafayette LA Utility - Rev	\$	5,870,448.00	1.21%	5.00%
City of Yuma AZ - REV	\$	1,500,000.00	0.31%	5.00%
Clear Creek TX ISD 2/15/2025	\$	4,856,355.00	1.00%	5.00%
Commonwealth of Virginia - GO	\$	5,089,600.00	1.05%	5.00%
DFW Airport - REV	\$	3,616,168.05	0.75%	5.00%
Multnomah CNTY OR - GO	\$	5,415,174.00	1.12%	5.00%
NYC Tran Fin Tax - REV	\$	5,000,000.00	1.03%	5.00%
Pen State Univ REV	\$	1,253,057.20	0.26%	5.00%
Oklahoma County OK ISD	\$	4,662,698.00	0.96%	5.00%
San Diego CA Pub Facs - Rev	\$	1,067,164.80	0.22%	5.00%
State of Mississippi CP	\$	3,000,000.00	0.62%	5.00%
Shakopee MN ISD - GO	\$	1,000,000.00	0.21%	5.00%
Texas Tech Univ	\$	525,840.00	0.11%	5.00%
Univ Cincinnati OH Tax - Rev	\$	1,000,000.00	0.21%	5.00%
Upper Occoquan VA - Rev	\$	3,110,000.00	0.64%	5.00%
Port Auth NY & NJ TAX - Rev	\$	9,893,650.00	2.04%	5.00%
State of Hawaii - GO	\$	2,812,170.00	0.58%	5.00%
Texas A&M Univ - Rev	\$	1,734,014.40	0.36%	
WA DC INC Tax - Rev	\$	4,944,355.25	1.02%	5.00%
	\$	<u>77,527,038.50</u>	<u>16.02%</u>	<u>25.00%</u>

Investment Revenue & Accrued Interest

June-22

Fiscal YTD

Interest/Dividends-				
TexasDAILY	\$	9,016.30	\$	20,464.71
TexPool		192,939.57	\$	438,397.35
TexSTAR		13,923.12	\$	23,237.65
TexasTERM CP		0.00	\$	29,652.06
Certificates of Deposit		0.00	\$	-
Treasury Securities		0.00	\$	-
Government Agencies		18,750.00	\$	584,950.00
Commercial Paper		0.00	\$	-
Municipal Bonds		47,945.88	\$	632,420.18
	\$	<u>282,574.87</u>	\$	<u>1,729,121.95</u>
Discounts, Premiums, & Accrued Interest				
TexasTERM CP	\$	-	\$	1,273.97
-less previous accruals		0.00	\$	(18,558.91)
Certificates of Deposit		0.00	\$	-
-less previous accruals		0.00	\$	-
Treasury Securities		0.00	\$	-
-less previous accruals		0.00	\$	-
Government Agencies		142,210.63	\$	791,404.87
-less previous accruals		(16,052.44)	\$	(476,416.54)
Commercial Paper		2,816.67	\$	19,387.50
-less previous accruals		0.00	\$	(9,657.53)
Municipal Bonds		81,937.04	\$	654,419.80
-less previous accruals		(69,638.96)	\$	(923,404.56)
	\$	<u>141,272.94</u>	\$	<u>38,448.60</u>
Total Investment Revenue & Accrued Interest	\$	<u>423,847.81</u>	\$	<u>1,767,570.55</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 \$52,161,000.00 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 10 page(s).
- 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: July 27, 2022

CHAIR, BOARD OF MANAGERS

VICE CHAIR, BOARD OF MANAGERS

MANAGER

MANAGER

MANAGER

MANAGER

MANAGER

MANAGER

MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/2/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	36,873,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.7228%
PRINCIPAL:	36,873,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	36,873,000.00	CUSIP #:	N/A
TRADE DATE:	6/2/2022	SETTLEMENT DATE:	6/2/2022

AUTHORIZED BY


 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/8/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	506,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.7412%
PRINCIPAL:	506,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	506,000.00	CUSIP #:	N/A
TRADE DATE:	6/8/2022	SETTLEMENT DATE:	6/8/2022

AUTHORIZED BY:

Deborah A. Lauder milk

CASH/INVESTMENT MANAGER

CENTRAL HEALTH
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/8/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	619,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.7412%
PRINCIPAL:	619,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	619,000.00	CUSIP #:	N/A
TRADE DATE:	6/8/2022	SETTLEMENT DATE:	6/8/2022

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/9/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	490,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.7419%
PRINCIPAL:	490,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	490,000.00	CUSIP #:	N/A
TRADE DATE:	6/9/2022	SETTLEMENT DATE:	6/9/2022

AUTHORIZED BY:


 CASH INVESTMENT MANAGER

INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 6/10/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool _____	FUND NAME:	CENTRAL HEALTH LPPF _____
PAR VALUE: \$	39,175,000.00 _____	SAFEKEEPING NO:	N/A _____
CPN/DISC RATE:	N/A _____	PRICE:	100% _____
MATURITY DATE:	N/A _____	BOND EQ. YIELD:	0.7188% _____
PRINCIPAL: \$	39,175,000.00 _____	PURCHASED THRU:	TexPool _____
ACCRUED INT:	N/A _____	BROKER:	N/A _____
TOTAL DUE: \$	39,175,000.00 =====	CUSIP #:	N/A _____
TRADE DATE:	6/10/2022 _____	SETTLEMENT DATE:	6/10/2022 _____

AUTHORIZED BY: 
CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/10/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	1,153,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.7188%
PRINCIPAL:	1,153,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	1,153,000.00	CUSIP #:	N/A
TRADE DATE:	6/10/2022	SETTLEMENT DATE:	6/10/2022

AUTHORIZED BY:

Deborah A. Lauder milk
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/13/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	780,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.7346%
PRINCIPAL:	780,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	780,000.00	CUSIP #:	N/A
TRADE DATE:	6/13/2022	SETTLEMENT DATE:	6/13/2022

AUTHORIZED BY: 

 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/13/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TexPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	369,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.7346%
PRINCIPAL:	369,000.00	PURCHASED THRU:	TexPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	369,000.00	CUSIP #:	N/A
TRADE DATE:	6/13/2022	SETTLEMENT DATE:	6/13/2022

AUTHORIZED BY:

Deborah A. Lauder milk
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/16/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TExPool	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	523,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.7596%
PRINCIPAL:	523,000.00	PURCHASED THRU:	TExPool
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	523,000.00	CUSIP #:	N/A
TRADE DATE:	6/16/2022	SETTLEMENT DATE:	6/16/2022

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

CENTRAL HEALTH
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 6/17/2022

TIME: 10:30

The following transaction was executed on behalf of Central Health:

DESCRIPTION:	TEXPOOL	FUND NAME:	CENTRAL HEALTH LPPF
PAR VALUE:	223,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.9059%
PRINCIPAL:	223,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	223,000.00	CUSIP #:	N/A
TRADE DATE:	6/17/2022	SETTLEMENT DATE:	6/17/2022

AUTHORIZED BY: Deborah A. Lauder milk
 CASH/INVESTMENT MANAGER

CENTRAL HEALTH - LPPF INVESTMENT REPORT
 PORTFOLIO STATISTICS

DATE: May 31, 2022

By Fund Type		
LPPF	\$ 18,526,605.22	100.00%
Total Portfolio	<u>\$ 18,526,605.22</u>	<u>100.00%</u>

By Security Type		
LPPF-		
TexasDAILY	\$ -	0.00%
TexPool	\$ 18,526,605.22	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%
Total	<u>\$ 18,526,605.22</u>	<u>100.00%</u>

LPPF Investment Revenue & Accrued Interest	May-22	Fiscal YTD
Interest/Dividends-		
TexasDAILY	0.00	0.00
TexPool	25,943.63	41,271.10
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
LPPF Total Investment Revenue & Accrued Interest	<u>\$ 25,943.63</u>	<u>\$ 41,271.10</u>



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.

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.

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

BOARD MEETING

July 27, 2022

AGENDA ITEM C3

Delegate authority to the President and CEO to negotiate and execute a consultant contract for the next phase of Central Health's ongoing Equity-Based Systems Planning work which includes developing operational implementation and financial sustainability plans in support of the Board adopted Healthcare Equity Plan (aka Equity-focused Service Delivery Strategic Plan), as recommended by the Strategic Planning Committee.



AGENDA ITEM SUBMISSION FORM

This form is to provide a general overview of the agenda item in advance of posting for the Board meeting. Proposed motion language is a recommendation only and not final until the meeting and may be changed by the Board Manager making the motion. All information in this form is subject to the Public Information Act.

Agenda Item Meeting Date July 27, 2022

Who will present the agenda item? (Name, Title) Monica Crowley, Balena Bunch

General Item Description Discuss and take appropriate action to approve a consultant for the next phase of Central Health’s ongoing Equity-based Systems Planning which includes developing operational implementation and financial sustainability plans in support of the Board adopted Healthcare Equity Plan (aka Equity-focused Service Delivery Strategic Plan).

Is this an informational or action item? Action

Fiscal Impact \$400,000 (\$600,000 of the funding is grant supported)

Recommended Motion (if needed – action item) Delegate authority to the President and CEO to negotiate and execute a contract for up to \$975,000 on the terms identified in the staff presentation or terms at least as favorable to Central Health as those discussed.

Key takeaways about agenda item, and/or feedback sought from the Board of Managers:

- 1) In FY21, the Episcopal Health Foundation awarded Central Health a grant of \$600,000 to support equity-focused system of care planning including the engagement of consultants to assist with: a Voice of the Community Engagement; a community needs assessment focusing on the needs of the safety-net population in Travis County; a capabilities and gap assessment; and the development of a Service Delivery Strategic Plan (aka Healthcare Equity Plan).
2) In February of 2022, the Central Health board adopted an Equity-focused Service Delivery Strategic Plan (aka Healthcare Equity Plan) based upon the work described above.
3) Central Health took action on June 15, 2022 to accept an additional \$600,000 grant from Episcopal Health Foundation to support Central Health in implementing and operating a financially sustainable, comprehensive, high functioning and affordable safety-net system of care for Travis County.
4) An RFP for assistance in developing an operational implementational and financial sustainability plan related to the goals and imperatives of the Equity-Focused Service Delivery Strategic Plan was issued in April of 2022. The RFP was advertised on BidSync, Central Health’s website and in community newspapers and websites. The soliciitation closed on May 5, 2022. 38,117 vendors were notified including 6788 HUB vendors.
5) Guidehouse submitted the responsive proposal and it was scored based upon qualifications and overall value to Central Health. The Guidehouse team has extensive experience working with Central Health and healthcare systems serving low income populations in Texas and across the United States. Terms presented by staff include that the contract will be for a fixed fee of up to \$950,000 with a contract term of 1 year with 4 possible renewal options.



What backup will be provided, or will this be a verbal update? (Backup is due one week before the meeting.)

Presentation

Estimated time needed for presentation & questions?

25 minutes

Is closed session recommended? (Consult with attorneys.)

No

Form Prepared By/Date Submitted:

Monica Crowley, July 22, 2022



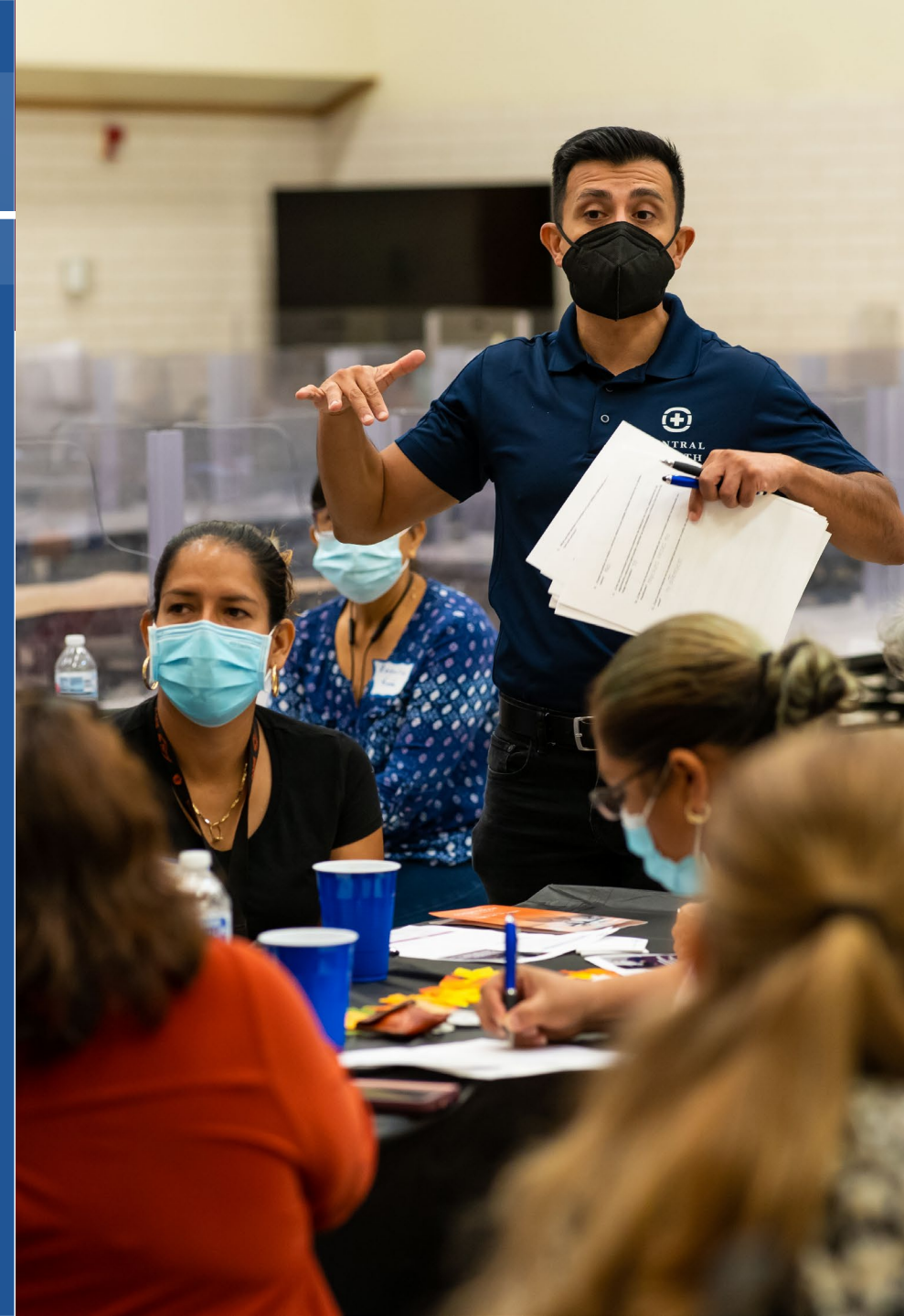
CENTRAL HEALTH

CommUnityCare | Sendero

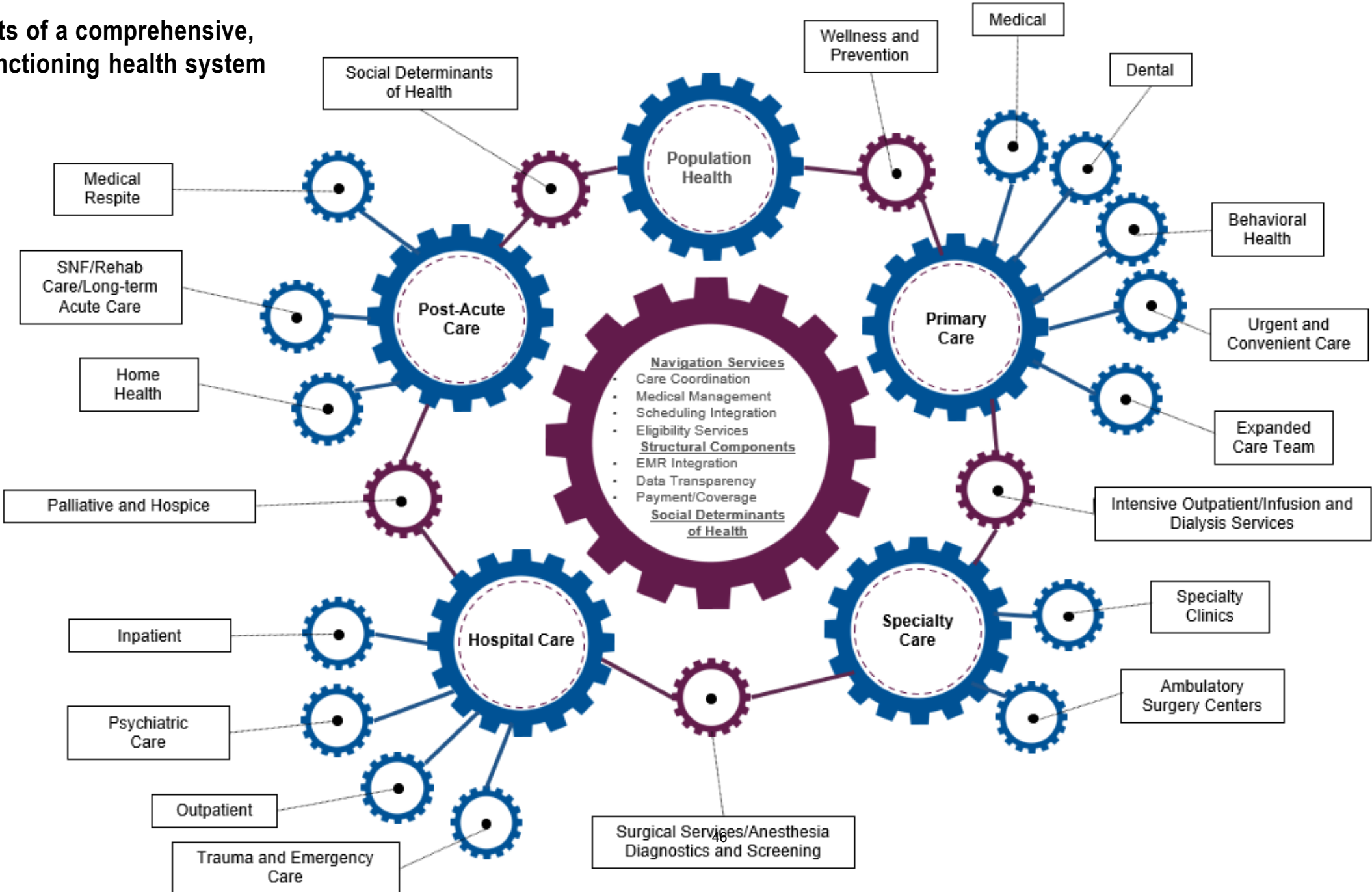
Equity-based Systems Planning – Operational Implementation and Financial Sustainability Plan Consulting Engagement

Strategic Planning Committee

July 27, 2022



Elements of a comprehensive, high-functioning health system



Healthcare Equity Plan

Goal: Develop an equitable system of care that is comprehensive and accountable, while optimizing the collective use of capabilities and resources to serve the safety-net population.

STRATEGIC IMPERATIVES



**ACCESS &
CAPACITY**



**CARE
COORDINATION**



**MEMBER ENROLLMENT
& ENGAGEMENT**



**SYSTEM OF CARE
INFRASTRUCTURE**



The Equity-focused Service Delivery Strategic Plan will influence and drive operational and financial sustainability planning efforts



Primarily Grant Funded

- **Applied for additional Episcopal Health Foundation grant to fund this operational implementation and financial sustainability planning work earlier this year**
- **Awarded \$600,000 grant to support implementing and operating a financial sustainable, comprehensive, high functioning and affordable safety-net health care system in Travis County**
- **Central Health board of managers accepted the grant at its June 15, 2022 board meeting**



Procurement Process

- **April, 2022- Issued RFP looking for Consultants to provide operational implementation and financial sustainability for the Equity focused Service Delivery Strategic Plan resulting from the 2021 Phase I work.**
- **Advertised in The Villager, LaVoz (English and Spanish), EIMundo (Spanish), and the Austin American Statesman and on BidSynch, Central Health’s website and the ESBD-State website. In addition, Central Health emailed an advertisement notice to 765 vendors registered with the State Comptroller’s office under “Consulting Services”**
- **Solicitation closed May 5, 2022 – 38,117 vendors were notified including 6788 HUB vendors**
- **Evaluation Committee comprised of eleven CH Executives and staff – all culturally diverse with experience working directly with the population targeted in this proposal**
- **One responsive proposal was received and evaluated by the evaluation team for qualifications and best overall value**
- **Notice of intent to award was sent to Guidehouse Inc.**



Terms

- **Initial contract term of 1 year with 4 possible renewals**
- **The contracts was negotiated at an amount not to exceed \$ 975,000– funded primarily through a \$600,000 grant from Episcopal Health Foundation and supplemented by funding that is budgeted in FY2022 and FY2023 budget priorities**



Request

- **Delegate authority to the President and CEO:**
 - to negotiate and execute a consultant contract
 - for the next phase of the Equity-Based Systems Planning Work
 - which includes developing operational implementation and financial sustainability plans in support of the Healthcare Equity Plan.





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.

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.

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

BOARD MEETING

July 27, 2022

AGENDA ITEM C4

Discuss and take appropriate action on an amendment to the JP Morgan Chase Contract for district depository services.

INVESTMENT MANAGEMENT DEPARTMENT
TRAVIS COUNTY, TEXAS

Planning & Budget Office
700 Lavaca, Suite 1560
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9779
Fax: (512) 854-4210
Email: deborah.laudermilk@traviscountytx.gov

DATE: July 22, 2022

TO: Charles E. Bell, M.D., M.S., Chairperson
Cynthia Brinson, M.D., Vice-Chairperson
Julie Zuniga, R.N. PhD., Treasurer
Cynthia Valadez, Sr., Secretary
Sherri R. Greenberg, M.S, Manager
Shannon Jones III, M.P.A., Manager
Amit Motwani, Manager
Maram Museitif, M.P.H., C.P.H., Manager
Guadalupe Zamora, M.D., Manager

FROM: Deborah A. Laudermilk, Travis County Chief Investment Officer
Reagan Grimes, Travis County Investment Manager

RE: Depository Bank Contract, Amendment Number Two

Proposed Motion:

Approve Amendment Number Two to the 2017 Contract for Depository Services between Travis County Healthcare District (dba Central Health) and JPMorgan Chase Bank which includes a new service, Account Validation Service (AVS).

Summary:

The Texas Local Government Code provides that new services may be added to the depository contract with the Depository Bank at the District's request. Investment Management is recommending approval of the additional service, AVS, and pricing for the added service that Central Health requested.

The services requested are defined below:

- **7950 - AVS ACCOUNT VERIFICATION (AFP - 250101)** - Charge for each transaction that goes through account verification offered by Account Validation Service
- **7951 - AVS ACCOUNT AUTHENTICATION (AFP - 250101)** - Charge for each transaction that goes through account authentication offered by Account Validation Service.

Budgetary:

It is difficult to determine what the cost of the AVS services will be since it is based on usage. As interest rates continue to increase from the low-interest rate environment of the past two years, it is the opinion of IM that with the increase in rates and most likely the ECR, it is possible that some of the new costs can be offset by the management of earnings credits earned by the deposits in the District's non-interest bearing account, but this service is a very important to maintain security of Central Health's various bank accounts.

Recommendation:

It is staff's recommendation that the Central Health Board of Managers approve Amendment Two to the 2017 Depository Contract to add the AVS service.

Attachment A - Amendment Number Two

Attachment B - Account Validation Service Terms

Attachment C - Schedule to AVS Service Terms Early Warning Real-Time Payment Chek

Attachment D – Attachment C-1, Form 1 JPMorgan Chase Schedule of Fees

cc: Mike Geeslin, President, Chief Executive Officer
Jeff Knodel, Vice President and Chief Financial Officer
Lisa Owens, Deputy Chief Financial Officer
Patricia Bethke, Controller
Trelisha Brown, Legal Counsel
Ann-Marie Sheely, Legal Counsel
Jessica Rio, County Executive, Budget and Planning
Dolores Ortega-Carter, County Treasurer
Rhonda Ambrose, Treasurer's Office

**AMENDMENT TWO TO CONTRACT FOR DEPOSITORY SERVICES
BETWEEN TRAVIS COUNTY HEALTHCARE DISTRICT
AND JPMORGAN CHASE BANK, N.A.**

THIS AMENDMENT TWO TO THE CONTRACT FOR DEPOSITORY SERVICES BETWEEN TRAVIS COUNTY HEALTHCARE DISTRICT AND JPMORGAN CHASE BANK, N.A. is entered into by the following parties: Travis County Healthcare District d/b/a Central Health, a political subdivision of the State of Texas (“the District”), and JPMorgan Chase Bank, N.A., a national banking association (“Bank”).

RECITALS

- A. The District and Bank entered into a Contract for Depository Services (“District Depository Contract”) dated August 8, 2017, for Bank to act as the depository bank for the District pursuant to Texas Health and Safety Code Section 281.095. The District Depository Contract was based upon an agreement between Travis County and Bank for Depository Services to be provided to the County for both the public funds of Travis County and the registry funds held by its elected officials (the “County Depository Contract”).
- B. Paragraph 21.1 of the County Depository Contract authorizes the District and Bank to amend the District Depository Contract to the mutual benefit of Bank and the District.
- C. District and Bank desire to amend the District Depository Contract to incorporate the additional services added in the revised County Depository Contract.

AMENDMENT OF DISTRICT DEPOSITORY CONTRACT

In consideration of the provisions in this Amendment Two and for other good and valuable consideration, Bank and the District amend the District Depository Contract as follows:

1 DEFINITIONS APPLIABLE TO THIS AMENDMENT

- 1.1 “Amendment Two” means this Amendment Two to Contract for Depository Services between Travis County Healthcare District and JPMorgan Chase Bank, N.A.
- 1.2 “Contract Document” means the District Depository Contract, as amended in Amendment One and renewed periodically.

2 MODIFICATION OF DISTRICT DEPOSITORY CONTRACT. The District Depository Contract is hereby amended as follows:

- 2.1 The Bank and the District agree to add a new service, Account Validation Service (“AVS”) as described in Attachment A. AVS shall be subject to the terms and conditions provided in the Schedule to J.P. Morgan AVS Service Terms Early Warning Real-Time Payment Chek® agreement, which is attached and incorporated herein for all purposes as

Attachment B. AVS will be performed at the price described in Travis County Healthcare District Bank Fees, which is attached and incorporated herein for all purposes as Attachment C-2.

- 3 **RATIFICATION.** Bank and the District ratify and reaffirm the terms and conditions of the District Depository Contract as amended by this Amendment Two.
- 4 **INCORPORATION OF CONTRACT.** Bank and the District incorporate this Amendment Two into the District Depository Contract.
- 5 **EFFECTIVE DATE.** The changes stated in this Amendment are effective when signed by the Travis County Healthcare District.

TRAVIS COUNTY HEALTHCARE DISTRICT, TEXAS

By: _____
Chairperson, Board of Managers
Travis County Healthcare District

Date: _____

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Date: _____

Appendix C, FORM 1											
Earnings Credit Rate: 23bps*											
JPM Bank CODE	AFF CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes			
2	000210	NEGATIVE COLLECTED BALANCE FEE	Prime plus 3%	Prime+3%							
35	000230	FDIC FEE	Currently @ 13bps	Waived							Service name change (now BALANCE BASED CHARGES)
105	000212	DAILY OVERDRAFT OCCURRENCE FEE		No Charge							
1005	010000	ACCOUNT MAINTENANCE		\$ 3.500							
1006	010010	ACCT MAINT-INT		\$ 3.500							
1010	010307	STATEMENT CYCLES		\$ -							
1014	010310	PRINTED STATEMENT		\$ 25.000							Service name change (now ACCOUNT STATEMENT PAPER)
1015	010307	STATEMENT CYCLES - ENHANCED		\$ -							
1019	010320	DDA IMAGE STATEMENTS	N/A	N/A							
1025	010320	STATEMENT PHOTOCOPY		\$ -							
1023	010320	DDA CREDIT DOCUMENTS RETURNED	N/A	N/A							
1026		ADDITIONAL DDA STATEMENT	N/A	N/A							
1055	010020	CASH CONCENTRATION MAINT MASTER		\$ 5.000							Service code updated (now 7856)
1065	010021	CASH CONCENTRATION MAINT SUB		\$ 2.000							Service code updated (now 7857)
7633	N/A	INTERNET DDA STATEMENT		\$ -			N/A				Service code discontinued
7632	N/A	BASIC PLUS INTERNET STATEMENT	N/A	N/A							
7640	010101	CREDIT POSTED - ELECTRONIC		\$ 0.002							
7641	010100	DEBIT - POSTED ELECTRONIC		\$ 0.002							
1073		LARGE DOLLAR CHECK REVIEW		\$ 30.000			N/A				Service code discontinued
1076	010630	AUDIT CONFIRMATIONS		\$ 50.000							
1304	010101	ARP PAID ITEM RETURN CREDIT		\$ -							
2316	150341	OVERDRAFT NSF ITEM PAID		\$ 10.000							
3499	1500ZZ	POST NO CHECKS		\$ 2.000			\$0.0000				Charge discontinued
5185	019999	INTEREST EXPENSE		\$ 900.680			\$0.0000				Charge discontinued
1033	010400	EDI 82Z ANALYSIS MODULE MAINT	N/A	N/A			\$50.0000				Service is available for use
1034	010400	EDI 82Z ANALYSIS ACCT MAINT	N/A	N/A			\$0.0000				Service is available for use
		ACCESS ONLINE ACCT ANALYSIS STATEMENT		\$ -							
BANKING CENTER SERVICES											
1306	100000	BRANCH CREDITS POSTED		\$ 1.500							
	100000	BRANCH DEPOSIT IMMEDIATE VERIF		\$ 0.003			N/A				Billing method changed, see below.
7174	100000	TELLER LINE CASH VERIFICATION					\$0.0030				Applicable to both immediate and post-verification
7173	100000	NIGHT DROP CASH VERIFICATION			0.002						
1318	100044	BRANCH ORDER COIN ROLL		\$ 0.030							
1319	10004A	BRANCH ORDER CURRENCY STRAP		\$ 0.020							
1320	100099	BRANCH DEPOSIT IN NON STD BAG		\$ 2.000							
1333	100040	BRANCH ORDER PROCESSED		\$ -							
1332	100500	BRANCH DEPOSIT ADJUSTMENT		\$ 4.000							
1311	100000	ATM CHECK DEPOSIT - IMAGE		\$ 1.000							
1312	100000	ATM CASH DEPOSIT - IMAGE		\$ 1.000							
VAULT SERVICES											
1310	100100	VAULT DEPOSIT		\$ 0.750							
1535	100104	VAULT ENVELOPE DEPOSIT VERIF		\$ 0.500							
1461	100154	VAULT DEPOSIT RECEIPT MAILERS		\$ -							
1468	100154	VAULT EMAIL NOTIFICATION		\$ 0.050			\$0.0000				Charge discontinued
1475	100110	VAULT DEPOSIT ROLLED COIN		\$ 0.200							
1477	100146	VAULT ORDER COIN ROLLS-BOX		\$ 0.080							
1482	100115	VAULT DEPOSIT STD STRAP NOTES		\$ 0.004			N/A				Service code discontinued
1486	100114	VAULT DEP NON STD STRAP NOTES		\$ 0.020			N/A				Service code discontinued
1459	10011Z	VAULT DEP PER \$1,000			\$ 0.500						Replaced 1482 & 1486
1495	100141	VAULT STANDARD ORDERS		\$ 4.000							
1497	10014A	VAULT ORDER CURRENCY STD STRAP		\$ 0.350							
1498	100143	VAULT EXPEDITED SPECIAL ORDERS		\$ 6.000							
1499	100148	VAULT ORDER NON STANDARD STRAP		\$ 0.020							
1506	100111	VAULT DEP PARTIAL OR MIXED BAG		\$ 4.000							
1525	100113	VAULT DEPOSIT STD COIN BAG		\$ 2.000							
1573	1008ZZ	VAULT ORDER SUPPLIES		\$ 18.850			At cost				Costs are passed through account analysis without markup.
1617	100501	VAULT DEPOSIT ADJUSTMENT		\$ 4.000							
1618		VAULT DEPOSIT ADJUSTMENT NOTIF		\$ 4.000							Service code discontinued
1620	109999	SMART SAFE MAINTENANCE		\$ 25.000			N/A				Service code discontinued
1621	109999	SMART SAFE ADVANCE CREDIT		\$ 3.000			N/A				Service code discontinued
1641	109999	REMOTE CASH CAPTR PER LOC FEE		\$ 100.000							Replaced 1620
1623	109999	REMOTE CASH CAPTR DEP PER \$1K		\$ 1.250							Replaced 1621
DEPOSITORY SERVICES											
501	100220	DEP CHECKS ON US		\$ 0.100							
503		DEP CHECKS CLEARINGHOUSE		\$ 0.150			N/A				Service code discontinued
504		DEP CHECKS LOCAL CITY		\$ 0.150			N/A				Service code discontinued
506		DEP CHECKS LOCAL RCPC		\$ 0.150			N/A				Service code discontinued
509		DEP CHECKS IN DISTRICT CITY		\$ 0.150			N/A				Service code discontinued
510		DEP CHECKS IN DISTRICT RCPC		\$ 0.150			N/A				Service code discontinued
513		DEP CHECKS NATIONAL FRB OTHER		N/A			N/A				Service code discontinued
513	100224	CHECK DEPOSITED-TRANSIT		\$ 0.150							
515		DEP CHECKS HIGH DOLLAR GROUP	N/A	N/A							
516		DEP CHECKS BASIC	N/A	N/A							
541	101320	CHECK IMAGE DEPOSIT		\$ 0.045							Service name change (now REMOTE DEPOSIT CAPTURE ITEM)
548	101300	IDD MONTHLY MAINTENANCE		\$ 20.000							Service name change (now REMOTE DEPOSIT CAPTURE MAINT)
	101300	IDD SOFTWARE MAINTENANCE FEE		\$ 16.000			N/A				Service code discontinued (IDD product discontinued)
1140		IDD CHECK SCANNER		\$ -			N/A				
1385		PANINI IDD CHECK SCANNER 50/50					N/A				Scanner charges are at cost, a scanner order guide has been provided from J.P. Morgan vendor
1387		EPSON CAPTURE ONE CHECK SCANNER		\$ 511.910			N/A				
1382	101330	IDD IMPLEMENTATION FEE		N/A							
701		DEP CHECKS MICR REJECT REPAIR		Expired							
702		DEP CHECKS ENCODING		Expired							
703		CKS MICR REJECT REPAIR >9%		Expired							
704	100230	DEPOSIT CORRECTION		\$ -							
1400	010101	CREDITS POSTED			\$ 0.500						
7634		CREDITS POSTED - ELECTRONIC	N/A	N/A							
1429	100411	DEP RETURN-TRANSMISSION DATA/PER ACCT		\$ 100.000							Service name change (now TRANSMISSION OF RETURNS DATA)
1433	100430	DATA KEYING RETURN ITEM		\$ 0.500							
1435	100400	DEP RETURN ITEMS RETURNED		\$ 1.000							Service name change (now RETURN ITEM)
1436	100400	RCK ACH REDEPOSIT		\$ 2.500							

JPM Bank CODE	AFP CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes
1437	100430	DEP RETURN-MULIPLE LOCATIONS		\$ 3.000				Service name change (now RETURN MULTIPLE LOCATIONS)
1438	100401	DEP RETURN ALTERNATE ADDRESS		\$ 1.000				Service name change (now RETURN ALTERNATE ADDRESS)
1439	100403	DEP RETURN-EXPEDITED DELIVERY		\$ 3.000				Service name change (now RETURN EXPEDITED DELIVERY)
1440	100420	DEP RETURN-PHONE NOTIFICATION		\$ 5.000				Service name change (now RETURN PHONE NOTIFICATION)
1441	100415	DEP RETURN-FAX NOTIFICATION		\$ 2.000				Service name change (now RETURN FAX COPY)
1444	100415	DEP RETURN DUPLICATE CK COPY		\$ 2.000				Service name change (now RETURN DUPLICATE CK COPY)
1445	100440	DEP RETURN DUPLICATE ADVICE		\$ 2.000				Service name change (now RETURN DUPLICATE ADVICE)
1446	100415	DEP RETURN-TRANSMISSION PER ITEM		\$ 0.100				Service name change (now RETURN IMAGE)
1448	100411	DEP RETURN-DETAILED ITEM REPORTING		\$ -				Service name change (now RETURN DETAIL REPORTING)
1449	100401	DEP RETURN SINGLE ITEM ADVICE		\$ 3.000				Service name change (now RETURN SINGLE ITEM ADVICE)
1450	100402	DEP RETURN REDEPOSIT RECLEAR		\$ 0.750				Service name change (now RETURN ITEM REDEPOSIT)
1452	100419	RETURN - EMAIL NOTIFICATION		\$ 1.000				
1455	100430	DEP RETURN-MAKER NAME		\$ 0.500				Service name change (now DEP RETURN-MAKER NAME)
1457	100401	DEP RETURN-REQUALIFICATION ITEM		\$ 1.500				Service name change (now REQUALIFICATION OF RETURN ITEM)
4606	100401	RETURN CHARGE ALTERNATE ACCT		\$ -				
7978		DEP RETURN-SPECIAL HANDLING	N/A	N/A				
574		DOMESTIC COLLECTIONS		\$ 25.000				
3948	609999	INTERNATIONAL COLLECTIONS		\$ 35.000				Service name change (now FOREIGN CHECK COLLECTION)
IMAGE CASH LETTER								
519	100214	IMAGE GROUP ONE		\$ 0.040				
520	100214	ON-US STANDARD		\$ 0.020				
521	100214	IRD PERIOD ONE		\$ 0.070				
522		IRD PERIOD TWO	N/A	N/A				
523		FILE TRANSMISSION REC. -FTP	N/A	N/A				
524	100210	FILE TRANSMISSION REC. -VPN		\$ 6.818			\$150.0000	Flat fee, appears as average file cost on statement
526	100214	IMAGE GROUP TWO		\$ 0.035				
527		IRD SELECT	N/A	N/A				
528	100214	IMAGE GROUP TWO - TIER 2		\$ 0.035				
1382	101330	IDD IMPLEMENTATION FEE	N/A	N/A				
746	100210	ON US PREMIUM		\$ 0.025				
747	N/A	IRD PERIOD THREE	N/A	N/A				
748	100200	ICL DEPOSIT - LATE (BETWEEN 11:00PM & 2:00AM CT)		\$ 1.000				
749	999999	COQ DEPOSITORY CREDIT		\$ -				
751	100214	IMAGE GROUP ONE - PERIOD TWO		\$ 0.050				
756	100200	ICL DEPOSIT - STANDARD		\$ 0.200				
757	999999	IMAGE QUALITY SUSPECT ITEMS		\$ 0.250				
758	999999	NONCONFORMING IMAGE		\$ 5.000				
759	100200	ICL DEPOSIT - EARLY (BETWEEN 3:01AM & 5:59PM CT)		\$ 0.150				
1387		IDD EPSON CAPTURE ONE SCANNER	N/A	N/A				
DISBURSEMENT SERVICES								
1030	10610	CHECK PHOTOCOPY RETRIEVAL	N/A	N/A				
	150131	MULTIPLE SIGNATURE REVIEW		\$ 30.000			N/A	Service code discontinued
1321	150501	COMMERCIAL CHECK CASHING		\$ -				Service name change (now CHECK CASHING NON-ACCT HOLDER)
2205	150000	CONT DISB MAINTENANCE		\$ 25.000				
2210	150110	CONT DISB CHECKS PAID		\$ 0.030				
2370	010100	CHECKS/DEBITS POSTED		\$ 0.050				
2320	150420	STOP PAYMENT (Bank Assisted)		\$ 16.000				Service name change (now STOP PAYMENT - MANUAL)
2322	150421	RANGE STOP PAYMENT-MANUAL		\$ 6.000				
2321	150410	RANGE STOP PAYMENT-ELECTRONIC		\$ 10.000				
2325	150511	OFFICIAL CHECKS		\$ 2.000				
2326		TOC STOP PAYMENT	N/A	N/A				
2334		STOP PAYMENT NOTICE	N/A	N/A				
2336		ONE NET CK SVCS STOP PAYMENT	N/A	N/A				
2338	150412	STOP PAYMENT AUTOMATIC RENEWAL		\$ 1.000				
2340		ONE NET CS STOP PHOTO MAINT	N/A	N/A				
2525		ONE NET CS STOP PHOTO MAINT	N/A	N/A				
2360		DELUXE 3RD PARTY PRINT SVCS		\$ 213.620			At cost	Passed through AA if ordered by Client Service Associate
3270	150030	POSITIVE PAY WITHOUT RECON MAINT		\$ 5.000				
3306	159999	PAPER CHECK RETURN		\$ 0.100				
3307		PAPER CHECK RETURN MAINTENANCE	N/A	N/A				
3495	151351	IMAGE RETENTION PER ITEM		\$ 0.015				Service name change (now IMAGE STORAGE PER ITEM)
3498		ONE NET CK SVCS IMAGE RETRIEVE	N/A	N/A				
5234	010112	CONT DISB FUNDING TRANSFER		\$ -				Service name change (now CONTROLLED DISB FUNDING)
6618	151710	PWS CHECK SERVICES MAINTENANCE		\$ 5.000				Service name change (now CHECK INQUIRY MAINTENANCE)
6691	N/A	PWS DDA BANK Statements		\$ -				
6620	200306	PWS RECON REPORTS/STATEMENTS	N/A	N/A			\$0.0000	Active service code, no charge. Service name change now RECON REPORT/STATEMENT MAINT)
6621	151350	PWS IMAGING MAINTENANCE		\$ -				Service name change (now IMAGING MAINTENANCE)
6625	150030	PWS POS PAY EMAIL EXCEPT NOTIF		\$ 5.000				Service name change (now EXCEPTION NOTIFICATION - ACCT)
6639	150410	PWS STOP PAYMENTS -Electronic		\$ 3.500				Service name change (now STOP PAYMENT - ELECTRONIC)
6641	200306	DATA DOWNLOAD		\$ 10.000				
6645	151352	IMAGE RETRIEVAL PER RETRIEVAL < 90 DAYS		\$ 1.000				Service name change (now IMAGE RETRIEVAL PER RETRIEVE)
6636	150031	RPP EXCEPTION REVIEW MAINT		\$ 20.000				
6637	999999	EXTENDED REPORT RETRIEVAL		\$ -				
6638	999999	REVERSE POS PAY EXCEPTIONS		\$ -				

JPM Bank CODE	AFP CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes
6646	151352	IMAGE RETRIEVAL LT PER RETRIEVAL > 91 DAYS		\$ 1,000				Service name change (now IMAGE RETRIEVAL>91 DAY)
RECONCILIATION SERVICES								
3205	200110	FULL RECON ITEMS		\$ 0.050				
3322	100600	FULL RECON MAINT		\$ 5,000				
3209	200020	PARTIAL RECON MAINTENANCE		\$ 5,000				
3209	200020	PARTIAL RECON MAINTENANCE	Duplicate	\$ 5,000				
3210	200120	PARTIAL RECON ITEMS		\$ -				
3226	N/A	FULL RECON WITH POS PAY ITEMS		\$ 0.030				
3227	N/A	FULL RECON WITH POS PAY MAINT		\$ -				
3228	150122	POS PAY PAYEE NAME REVIEW		\$ 0.020				
3231	N/A	PARTIAL RECON WITH POS PAY		\$ -				
3232	N/A	PARTIAL WITH POS PAY MAINT		\$ -				
3262	150030	POSITIVE PAY MAINTENANCE		\$ 5,000				
3263	150300	EXCEPTION ITEM		\$ 1,000				
3267		ARP FAX FEES		\$ -		N/A		Service code discontinued
3268	150030	POS PAY WITHOUT RECON MAINT		\$ 10,000				
3269	200201	ISSUE INPUT WITHOUT RECON		\$ 2,000				
3262	150120	POSITIVE PAY MAINTENANCE		\$ 0.010			\$0.0000	Charge discontinued
3271	200201	INCOMING TRANS WITH RECON		\$ -				Service name change (now ISSUE INPUT FILE WITH RECON)
3272		CHECK EXCEPTION RETURN		\$ 3,000				
3291		ARP OUTGOING TRANSMISSION		\$ 3,000				Service name change (now OUTPUT FILE)
3293	200210	EXCESSIVE ARP REJECTS		\$ -				
3294	200210	ARP (BANK ASSISTED-MANUAL) (Reject) KEY ENTRY		\$ 1,000				Service name change (now DATA ENTRY - MANUAL)
3322	100600	DEPOSIT RECON MAINTENANCE		\$ 5,000				
3325	100610	DEPOSIT RECON ITEMS		\$ 0.050				
3348	1512ZZ	ARP SHIPPING PREP FEE		\$ 3,000				
3350		CHECK SERIAL SORT ITEMS	N/A	Expired				
3351		CHECK SERIAL SORT MAINTENANCE	N/A	Expired				
3384	151353	CD ROM MEDIA		\$ 20,000				Service name change (now CD ROM - PER CD)
3385	151353	CD ROM MAINTENANCE		\$ 30,000				
3387	151353	ADDITIONAL CD ROM PER DISK		\$ 20,000				
3386	151351	IMAGE CAPTURE PER ITEM		\$ 0.020				
FUNDS TRANSFER SERVICES								
5822	350124	ELECTRONIC BOOK DEBIT S/T		\$ 1,000				
5823	350122	ELECTRONIC BOOK DEBIT REPAIR		\$ 2,000				
5824	350100	ELECTRONIC FED DEBIT S/T		\$ 3,000				
5823	350122	ELECTRONIC FED DEBIT REPAIR		\$ 2,000				
5824	350100	ELECTRONIC CHIPS DEBIT S/T		\$ 3,000				
5825	350102	ELECTRONIC CHIPS DEBIT REPAIR		\$ 4,000				
5841	350220	BANK INIT. ACC. DEBIT TRANSFER		\$ 3,000				
5847	350220	PHONE OPERATOR BOOK DEBIT		\$ 15,000				
5848	350200	PHONE OPERATOR FED DEBIT		\$ 12,000				
5849	350210	PHONE OPERATOR CHIP DEBIT		\$ 12,000				
5856		INTL PHONE OP REPT DEBIT		\$ -				Service code discontinued
5875		(RM) BANK ASSISTED DEBIT		\$ 30,000				Service code discontinued
5878	350703	INTL ELECTRONIC DEBIT		\$ 30,000				
5879	359999	INTL PHONE OP NON-REPT DEBIT		\$ -				
5882	350551	REPETITIVE LINESHEET STORAGE		\$ 1,000				
5883	350599	FED TRANSFER FEE		\$ -				
5884	350599	CHIPS MESSAGE FEE		\$ -				
5891	350320	ELECTRONIC BOOK CREDIT S/T		\$ -				
5887	350300	ELECTRONIC FED CREDIT S/T		\$ 1,000				
5888	350330	ELECTRONIC FED CREDIT REPAIR		\$ 1,000				
5889	350300	ELECTRONIC CHIPS CREDIT S/T		\$ 1,000				
5890	350330	ELECTRONIC CHIPS CREDIT REPAIR		\$ 1,000				
5927	350412	MAIL DEBIT ADVICE		\$ 5,000				
5928	350412	MAIL CREDIT ADVICE		\$ 5,000				No charge for review on J.P. Morgan Access
5929	350412	PHONE DEBIT ADVICE		\$ 7,000				
5930	350412	PHONE CREDIT ADVICE		\$ 7,000				
5933	350402	DIRECT DELIVERY WIRE NOTIFY1-2		\$ 0.500				
5934	350402	DIRECT DELIVERY WIRE NOTIFY3-4		\$ 0.500				
5443	409999	SOFTI (AUTOMATIC STANDING WIRE)		\$ 5,000				
5446	350599	FW SURCHARGE \$10 MILLION + D/C		\$ -				
5974	350560	RESEARCH NOTIFICATION	N/A	\$ -				
5978	350560	RESEARCH INVESTIGATION		\$ -				
5979	350560	RESEARCH INQUIRY CONFIRMATIONS		\$ -				
6014	359999	BANK INITIATED INTL DEBIT		\$ 45,000				
6016	#N/A	DIRECT DELIVERY	N/A	N/A				
6408	999999	ADVICE - NOT CHARGED	N/A	\$ -				
AUTOMATED CLEARING HOUSE								
2695	250000	ACH MAINTENANCE		\$ 5,000				
2697	#N/A	IRD CREATION		\$ 0.150				
2700	250101	ACH CREDITS ORIGINATED		\$ 0.020				Service name change (now CREDIT ORIGINATED)
2705	250100	DEBIT ORIGINATED		\$ 0.020				
2710	250620	ACH DELETIONS		\$ 10,000				
2716	250201	ACH CREDIT RECEIVED		\$ -				
2717	250200	ACH DEBIT RECEIVED		\$ -				
2720	250302	ACH RETURN		\$ 0.500				
2730	250400	ACH NOTIFICATION OF CHANGE		\$ -				
2732	259925	ELOCKBOX FILE PROCESSING		\$ 10,000				
2740	250310	ACH REDEPOSIT/RECLEARS		\$ 2,000				Service name change (now RETURN ITEM REDEPOSIT)
2742	250101	ACH INTERNET-CREDIT ORIGINATED		\$ 0.020				Service name change (now CREDIT ORIGINATED - JPM ACCESS)
2744	250100	ACH INTERNET-DEBIT ORIGINATED		\$ 0.020				Service name change (now DEBIT ORIGINATED - JPM ACCESS)
2746	250000	ACH INTERNET - MAINTENANCE		\$ 5,000				Corrected service code, service name change (now JPM ACCESS ACH MAINTENANCE)
2751	250302	ELOCKBOX RETURN - ELECTRONIC		\$ 2,500				
2752	251070	ELOCKBOX NOC - ELECTRONIC		\$ 2,000				
2753	250620	DELETION/REVERSAL - ELEC		\$ 5,000				
2765	250501	ACH FILE PROCESSING		\$ 2,500				Service name change (now ACH BATCH/FILE PROCESSED)
2776	#N/A	ONE NET INTERNAL TRANSFER	N/A	N/A				

JPM Bank CODE	AFP CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes
2796	250120	ACH ADDENDA RECORDS		\$ -				Service name change (now Addenda Record Originated)
2811		ACH MAIL NOC		\$ 5,000		N/A		Service code discontinued (faxing decommissioned)
	251071	ACH FAX NOC		\$ 5,000		N/A		Service code discontinued (faxing decommissioned)
2820		ACH RETURN MAIL NOTIFICATION		\$ 5,000		N/A		Service code discontinued (mailing decommissioned)
	250401	ACH RETURN FAX NOTIFICATION		\$ 5,000		N/A		Service code discontinued (faxing decommissioned)
2860	251050	ACH ADA MAINTENANCE		\$ 2,000				Service name change (now TRANSACTION BLOCK MAINTENANCE)
2861	251051	ACH ADA AUTHORIZED ID		\$ 0.250				Service name change (now ACH TRANS BLOCK AUTHORIZED ID)
1151	#N/A	IDD NEW APPLICATION	Duplicate	\$ 100,000		N/A		Service code discontinued (IDD product discontinued)
1139	#N/A	IDD SOFTWARE MAINT PER SCANNER	Duplicate	\$ 20,000		N/A		Service code discontinued (IDD product discontinued)
3124	#N/A	TOC CASH CON DEP ITEM	N/A	N/A				
3127	#N/A	TOC CASH CON LOCATIONS ON FILE	N/A	N/A				
2605	260000	ACH - CASHCON MAINTENANCE		\$ 1,000				
5488	251000	ELOCKBOX IMPLEMENTATION		\$ -				
5489	050030	ELOCKBOX MAINTENANCE		\$ 50,000				
5490	050300	ELOCKBOX TRANSACTION RECEIVED		\$ 0.040	0.015			Consolidated with 5491
5491	050311	ELOCKBOX TRANSACTION REFORMAT		\$ 0.010	0.015			Service code discontinued
7614	260502	ACH - CASH CON - LOCATION MAINT		\$ 1,000				
7612	N/A	ACH Cash Con - Location Add		\$ 1,000		N/A		Service code discontinued
7619	N/A	ACH DAILY TRANSMISSION JOURNAL		\$ 8,000				Service name change (now TRANSACTION SUMMARY REPORT)
8021	250101	ACH ORIGINATED SAME DAY CREDIT		\$ 0.250				Service name change (now ACH ONLINE SAME DAY CREDIT)
1132	25010F	DARC ITEM ORIGINATED		\$ 0.090				Service name change (now REMOTE DEPOSIT ACH ITEM)
1152	250000	DPC MAINTENANCE		\$ 40,000				Service name change (now REMOTE DEPOSIT ACH MAINT)
1155	250302	DPC ACH RETURN		\$ -				Service name change (REMOTE DEPOSIT ACH RETURN)
8022	250100	ACH ORIGINATED SAME DAY DEBIT		\$ 0.250				Service name change (now ACH ONLINE SAME DAY DEBIT)
8023	250312	ACH UNAUTHORIZED ENTRY FEE		\$ 4,500				
ELECTRONIC DATA INTERCHANGE								
2696		EDI TRANSMISSION		\$ 2,000		N/A		
2663		EDI DETAIL REPORTING PER ITEM - VIA FAX		\$ 1,500		N/A		
2631	300524	RS EDI RPTG DETAILED REPORTING (JPM Access)		\$ 1,000				Service name change (now EDI DETAIL REPORT JPMACCESS)
2661	300121	RS EDI FAX REPORT		\$ 1,500				Service name change (now EDI FAX REPORT)
4211	300200	RS FILE PROCESSING		\$ 6,000				Service name change (now FILE PROCESSING)
4230	300212	RS EDI RPTG SEGMENT - NACHA				\$ 0.100		Service name change (now EDI ADDENDA REPORTING NACHA)
INFORMATION SERVICES								
3122	N/A	TOC CASH CONCENTRATION MAINT	N/A	N/A				
3504	N/A	TOC PREVIOUS DAY MAINTENANCE	N/A	N/A				
3515	N/A	TOC PREVIOUS DAY ACCOUNT	N/A	N/A				
3518	N/A	TOC PREVIOUS DAY ITEM	N/A	N/A				
3531	N/A	TOC PREVIOUS DAY BAI MAINT	N/A	N/A				
3533	N/A	TOC PREVIOUS DAY BAI ACCT	N/A	N/A				
3536	N/A	TOC PREVIOUS DAY BAI ITEM	N/A	N/A				
3542	N/A	TOC INTRADAY MAINTENANCE	N/A	N/A				
3546	N/A	TOC INTRADAY ACCOUNT	N/A	N/A				
3550	N/A	TOC INTRADAY ITEM	N/A	N/A				
3551	N/A	TOC INTRADAY BAI MAINTENANCE	N/A	N/A				
3553	N/A	TOC INTRADAY BAI ACCOUNT	N/A	N/A				
3554	N/A	TOC INTRADAY BAI ITEM	N/A	N/A				
3557	N/A	TOC SPECIAL REPORT MAINTENANCE	N/A	N/A				
3560	N/A	TOC SPECIAL REPORT LINE	N/A	N/A				
6040	400610	CLIENT MAINTENANCE		\$ 25,000				Service name change (now MONTHLY SERVICE)
6041	40044Z	ACCOUNT MAINTENANCE		\$ 8,000				Service name change (now ACCOUNTS REPORTED)
6043	40066Z	TRANS REPORTED - 45 DAY		\$ 0.020				Service name change (now TRANSACTIONS REPORTED - 45 DAY)
6044	40066Z	TRANS REPORTED - 90 DAY		\$ 0.020				Service name change (now TRANSACTIONS REPORTED - 90 DAY)
6052	40066Z	CONT DISB CHECK REPORTED		\$ 0.020				
6053	40066Z	EXTENDED TRANSACTION DETAIL		\$ -				
6074	N/A	ACCT MAINT FEE (10 DAY HIST)	N/A	N/A				
6067	N/A	ACCT MAINT FEE (45 DAY HIST)	N/A	N/A				
6068	N/A	ACCT MAINT FEE (90 DAY HIST)	N/A	N/A				
6079	N/A	INFO SVCS TRANSACTIONS LOADED	N/A	N/A				
6084	N/A	JPMORGAN ACCESS LICENSE FEE	N/A	N/A				
6087	N/A	JPMORGAN ACCESS SUBSCRIP FEE	N/A	N/A				
6099	N/A	JPMORGAN SPECIAL REPORT FEE	N/A	N/A				
6069	N/A	CASH POSITION WORKSHEET	N/A	N/A				
6065	N/A	ACCT MAINT FEE (365 DAY HIST)	N/A	N/A				
ACCOUNT TRANSFER								
6075	N/A	ACCOUNT TRANSFER MAINT	N/A	N/A				
6076	400699	ACCOUNT TRANSFER ITEM		\$ 0.020				
7357	N/A	CLIENT MAINT	N/A	N/A				
BAI/SWIFT/ISO REPORTING								
3645	4004ZZ	DT FILE IMPLEMENTATION FEE		\$ 1,000,000				
	4004ZZ	FILE TRANSMISSION-IRIS		\$ -				Service code discontinued, billing methodology changed
3653	4004ZZ	H2H FILES TRANSMITTED OVER 67				\$ 5,000		Per file charge in excess of 67 transmissions
3654	4004ZZ	H2H FILES TRANSMIT OVER 500KB				\$ 5,000		Per file charge for files in excess of 500KB
6085	4004ZZ	DT PER ACCOUNT CHARGE		\$ 75,000				Service name change (now H2H ACCOUNTS REPORTED)
6093	400110	DT PER CHECK ITEM CHARGE		\$ 0.080				Service name change (now H2H CHECK ITEMS REPORTED)
6094	400110	DT PRIOR DAY EXTENDED DETAIL		\$ 0.080				Service name change (now H2H TRANS DETAIL REPORTED)
6095	400110	DT PRIOR DAY TRANSACTIONS		\$ 0.100				Service name change (now H2H NON-CHECK ITEMS REPORTED)
3615		PAYSOURCE ANALYSIS & CONSULTING		\$ 100,000		N/A		Service code discontinued
INTERNATIONAL SERVICES								

JPM Bank CODE	AFP CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes
3941	609999	FOREIGN CHECK DEPOSIT (CAD)		\$ 3,500				
3947	609999	FOREIGN CHECK RETURN (CAD)		\$ 3,000				
3948	609999	FOREIGN CHECK COLLECTION		\$ 35,000				
5115	609999	FOREIGN CHECK COLLECTION - RETURN			\$ 15.00			
3947	609999	FOREIGN CHECK RETURN (CAD)	Duplicate	\$ 3,000				
ENTERPRISE CONTENT MANAGEMENT								
1650	#N/A	ECM - Document Scanning	N/A	N/A				
1657	#N/A	ECM - CD/DVD	N/A	N/A				
SECURITIES SERVICES (Before Migration)								
8215	N/A	Dep/Wdr Bk Entry STP	N/A	N/A				
8216	N/A	DEP/WDR BK ENTRY NONSTP	N/A	N/A				
8217	N/A	RECEIPTS HELD BOOK ENTRY	N/A	N/A				
8233	N/A	Dep/Wdr.Com Entry STP	N/A	N/A				
8221	N/A	Maturity Processing DTC	N/A	N/A				
SECURITIES SERVICES (After Migration)								
8230	N/A	Monthly Account Fee		\$ 400,000				
OTHER CHARGES AND CREDITS								
19999	N/A	MISCELLANEOUS SERVICES - Texprint		At Cost				
19999	N/A	MISCELLANEOUS SERVICES - Deluxe		At Cost				
19999	N/A	MISCELLANEOUS SERVICES - Superior		At Cost				
7731	N/A	Explicit Charge	N/A	N/A				
1650	N/A	ECM - DOCUMENT SCANNING	N/A	N/A				
1657	N/A	ECM - CD DVD	N/A	N/A				
8809	N/A	RESEARCH ADJUSTMENT CREDIT	N/A	N/A				
8810	N/A	RESEARCH ADJUSTMENT DEBIT	N/A	N/A				
1100	N/A	SAFE DEPOSIT ANNUAL RENTAL FEE	ANNUAL Charge	\$ 400,000			At Cost	Safe deposit fees assessed at cost from consumer banking
OTHER DEPOSITORY SERVICES								
8233	N/A	DEP/WDR COMM PAPER STP	N/A	N/A				
3948	609999	FOREIGN CHECK COLLECTION	Duplicate	\$ 35,000				
ADDITIONAL OFFERINGS								
5159	250000	CORPORATE QUICK PAY - MAINTENANCE		\$ 150,000				Service name change (now CQP CLIENT PROGRAM MAINTENANCE)
5161	250101	CQP- CUSTOMER ACCEPTED PAYMENTS		\$ 0.200				Service name change (now CQP TRANS ACCEPTED)
5160	250101	CQP- CUSTOMER DECLINES OF EXPIRES PAYMENT		\$ 0.650				Service name change (now CQP TRANS DECLINE/EXPIRE)
3472	151810	CQP- CHECK PRINT		\$ 0.350				Service name change (now CHECK PRINT ITEM-JPM ACCT)
3487	151850	CQP- POSTAGE		\$ 0.401				Service name change (now CHECK PRINT POSTAGE)
3470	150040	CHECK PRINT MAINTENANCE		\$ 20,000				
3471	151880	CHECK PRINT -PRINT OUTSOURCING SET UP		\$ 5,000,000				Service name change (now TS OUTSRING SETUP)
3472	151810	CHECK PRINT PER ITEM		\$ 0.350				Duplicate
3474	151830	CHECK PRINT STATEMENT PRINT		\$ 1,000				
3475	151830	CHECK PRINT ADDITIONAL PAGE		\$ 0.150				
3476	151820	CHECK PRINT MANUAL PULL		\$ 35,000				
3480	151800	CHECK PRINT INPUT FILE		\$ 10,000				
3487	151850	CHECK PRINT POSTAGE		\$ 0.401				Duplicate
5269	250101	CQC TRANSACTION ACCEPTED		\$ 0.065				Service name change (now CQC TRANS ACCEPTED)
5270	250101	CQC TRANSACTION DECLINED		\$ 0.20				Service name change (now CQC TRANS DECLINE/EXPIRE)
5157	250000	CORPORATE QUICK COLLECT - MAINTENANCE		\$ 150,000				Service name change (now CQC PROGRAM MAINTENANCE)
5851	600221	ELECTRONIC FX DEBIT, "OUR"		\$ 10,00				
6179	050005	RECEIVABLES MAINT - ONLINE		\$ 30,30				
4218	300225	EDI EMAIL REPORT			\$ 1.50			
1762	151352	CHECK IMAGES RECEIVED			\$ 0.50			
1761	151352	CHECK IMAGES REQUESTED			\$ 8.00			
ADDITIONAL SERVICES (IN USE OR APPLICABLE BASED ON EXISTING SERVICES)								
								Average Monthly Volume
1017	010310	DUPLICATE PAPER STATEMENT				\$0.0000		Charge for an additional copy of the current bank statement mailed to the primary client address.
1018	010310	ADDITIONAL ADDRESS PAPER				\$0.0000		Charge for an additional copy of the current bank statement mailed to an alternate address for the client.
1756	010630	ONLINE AUDIT CONFIRMATIONS				\$50.0000		Flat fee for audit confirmations submitted online via 1 Confirmations.com
2315	150340	OVERDRAFT NSF ITEM RETURNED				\$0.0000		Overdraft charge per item for each item returned due to 1 insufficient funds.
2237	250000	TRANS REVIEW MAINTENANCE				\$0.0000		Charge for each account enabled for ACH Transaction Review via 5 ACCESS Checks
2238	250102	TRANS REVIEW FILTER EXCEPTION				\$0.0000		Charge for each transaction viewed as a result of a filter criteria 0 in ACH Transaction Review
2239	250302	TRANS REVIEW REJECT - MANUAL				\$2.0000		Request to Client Service Associate for a manual ACH Transaction 0 Review item rejection (not currently in use)
2722	251070	NOTIFICATION OF CHANGE				\$0.0000		Charge for each ACH notification of change transaction received 35 and processed by the Bank.
2729	250400	RETURN NOTIFICATION - ONLINE				\$0.0000		Charge for each Return item reported online via the J.P. Morgan 14 ACCESS Special Report module
2809	251070	NOTIFICATION OF CHANGE-EMAIL				\$1.0000	29	Charge for each Notification of Change item reported via email
2810	250400	RETURN NOTIFICATION - EMAIL				\$1.5000	137	Charge for each Return item reported via email
2814	251070	NOTIF OF CHANGE - TRANSM				\$3.5000	29	Charge for each Notification of Change item reported via direct transmission
2818	250400	RETURN NOTIFICATION TRANSM				\$1.5000	136	Charge for each Return item reported via direct transmission
8019	250101	ACH ORIGINATED SAME DAY CREDIT				\$0.2500	11	Charge for each ACH credit transaction originated with same day settlement.
8020	250100	ACH ORIGINATED SAME DAY DEBIT				\$0.2500	0	Charge for each ACH debit transaction originated with same day settlement.
1316	100012	BRANCH DEPOSIT-BAGGED COIN				\$5.0000	0	Charge per bag for a deposit which includes bags of same or mixed coin made at a Banking Center
1317	100014	BRANCH COIN DEPOSIT FULL BAG				\$2.0000	0	Charge per bag for a deposit which includes full bags of coin of the same denomination made at a Banking Center.
752	100214	IMAGE GROUP ONE-PERIOD THREE				\$0.0350	0	Image Cash Letter items received between 12:01am-6:00am ET
6187	050620	LONG TERM STORAGE-CHECK				\$0.0000	30,845	Assessed first month for each check image page for long term storage in the bank's archive for a lockbox subscribing to Receivables Online. Includes initial month on high-speed storage & 10 years in tape archive

JPM Bank CODE	AFP CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes
6188	050620	LONG TERM STORAGE-DOCUMENT					\$0.0600	Assessed first month for each document image page for long term storage in the bank's archive for a lockbox subscribing to Receivables Online. Includes initial month on high-speed storage 0 & 10 years in tape archive
6191	011021	ALERTS - PER ALERT					\$0.0000	Charge for each transaction included in an alert sent to the client 0 for a lockbox.
3943	609999	FOREIGN CHECK DEPOSIT (GROUP 1)					\$3.5000	Charge per check for processing checks in euro, Australian Dollar, 0 British Pound or Pound Sterling currencies.
3946	609999	FOREIGN CHECK DEPOSIT (GROUP 2)					\$3.5000	Charge per check for processing a foreign check in all currencies EXCEPT the Euro, Australian Dollar, British Pound or Pound 0 Sterling.
1471	100118	VAULT NOTES DEPOSITED					\$0.0000	48,099 Charge per note for bills deposited through the vault.
1476	100144	VAULT ORDER COIN ROLLS					\$0.0700	Charge for a rolled coin order that is less than a full box of 50 13 rolls.
1479	100147	VAULT ORDER COIN BAG LOOSE					\$2.0000	0 Charge per FED standard bag of coin ordered.
1493	100199	VAULT DEPOSIT IN NON STD BAG					\$1.0000	Charge for a deposit made in a non-standard bag. A non-standard bag may be cloth, canvas, or plastic which does not meet bag specifications - no dual pouch, improperly prepared deposit, or 0 cash mixed with checks or deposit slip.
5447	350599	FW SURCHARGE \$100 MILLION+ D/C					\$0.0000	Pass-through of Fed surcharge on all Fedwire debit or credit 1 instructions received by JPMC that are greater than \$100 million
5826	350110	ELECTRONIC CHIP DEBIT S/T					\$3.0000	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound 0 CHIPS payment
5827	350541	ELECTRONIC CHIP DEBIT REPAIR					\$4.0000	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in an outbound 0 CHIPS payment.
5836	600221	ELECTRONIC FX DEBIT					\$5.0000	Charge per transaction for a foreign exchange wire payment instruction initiated via an Auto FX solution such as J.P. Morgan 0 ACCESS, Insight, PaySource, or SWIFT
5886	350320	BOOK CREDIT					\$0.0000	479 Credit to customer's account where the debit party was another J.P.Morgan account holder.
5961	350521	DRAWDOWN FED DEBIT					\$16.0000	Charge per transaction for a debit to client's account in response 0 to a Fedwire drawdown request.
5964	350560	INVESTIGATION					\$10.0000	Charge for an investigation that causes an accounting change or a 0 change to a payment (amendment, cancellation, recall).
5967	350560	RETURNED PAYMENT INVESTIGATION					\$0.0000	Charge for an investigation of a Fed or CHIPS payment returned 0 from the receiving bank.
5968	350560	UNEXECUTED PAYMENT					\$25.0000	Charge for an investigation when a payment is not able to be 0 executed.
5969	350580	SAMEDAYAMEND/CANCEL USAGE					\$50.0000	Charge per transaction for a Same Day Payment Amendment or 0 Cancellation request initiated by the client.
5980	350580	ESERVE SDA/SDC USAGE					\$0.0000	Charge per transaction for a Same Day Payment Amendment or 1 Same Day Cancellation request initiated via eServe.
6300	359999	INV CREDIT NOT CHARGED					\$0.0000	Credits posted to a client account from a transaction resulting 0 from an investigation.
6409	359999	TRANSFER NO CHARGE					\$0.0000	1 Clearing code cost - no charge to the County.
5445	350599	FW SURCHARGE POST 5PM RECEIPT					\$0.0000	1 Pass-through of Fed surcharge on all Fedwire debit instructions received by JPMC after 5pm for settlement
7950	250101	AVS ACCOUNT VERIFICATION-Tier less than 1,000 items					\$0.2500	Charge for each transaction that goes through account verification offered by Account Validation Service
7950	250101	AVS ACCOUNT VERIFICATION-Tier 1,000 to 5,000					\$0.2300	Charge for each transaction that goes through account verification offered by Account Validation Service
7950	250101	AVS ACCOUNT VERIFICATION-Tier 5,000 or more					\$0.2000	Charge for each transaction that goes through account verification offered by Account Validation Service
7951	250101	AVS ACCOUNT AUTHENTICATION-Tier less than 1,000 items					\$0.2500	Charge for each transaction that goes through account authentication offered by Account Validation Service
7951	250101	AVS ACCOUNT AUTHENTICATION-Tier 1,000 to 5,000					\$0.2300	Charge for each transaction that goes through account authentication offered by Account Validation Service
7951	250101	AVS ACCOUNT AUTHENTICATION-Tier 5,000 or more					\$0.2000	Charge for each transaction that goes through account authentication offered by Account Validation Service
VALUE-ADD SERVICES (CURRENTLY NOT IN USE)								
1008	010010	ACCT MAINT-INT ADJ BAL					\$50.0000	Interest and ECR-bearing DDA (Hybrid DDA)
3440	259999	ARTIFICIAL INTEL MAINTENANCE					\$50.0000	ACH Artificial Intelligence
3441	259999	ARTIFICIAL INTEL ITEM SCANNED					\$0.0025	ACH Artificial Intelligence
5493	250220	ELOCKBOX ADDENDA RECEIVED					\$0.0200	Ability to receive addenda sent by remitters via ACH Receiver Services
5497	999999	ELOCKBOX TRN REPAIR MAINT					\$10.0000	Update/repair incorrect ACH Receiver Services items
5498	999999	ELOCKBOX TRN REPAIR ITEM EDIT					\$0.2500	Update/repair incorrect ACH Receiver Services items
6080	4004ZZ	H2H CURRENT DAY MONTHLY SVC					\$0.0000	Current Day reporting via transmission
5149	250101	CQP ZELLE TRANSACTION					\$0.6500	Per item charge for Corporate Quick Pay items cleared through the Zelle network
760	099999	ACH ELIGIBILITY TESTING/FILTER					\$0.0030	Image Cash Letter items converted to ACH
1390	101300	REMOTE DEPOSIT CAPTURE MOBILE					\$1.0000	Remote Deposit Capture deposit of items via mobile phone
3477	151800	CHECK PRINT REGISTER FILE					\$10.0000	Charge per transmission for sending a Check Print register file
3479	151870	CHECK PRINT INSERT					\$0.0100	Charge for material provided by the County, and inserted into a check print envelope
3488	151871	CHECK PRINT FOREIGN POSTAGE					\$0.9800	Per item postage charge for check print items sent outside of the U.S.
3491	151870	CHECK PRINT OUTSOURCING ADVICE PRINT					\$1.0000	Charge per advice for printing a non-negotiable advice.
3493	151870	CHECK PRINT OUTSOURCING ENVELOPES					\$0.0522	Envelope fee when mailing checks printed by the Bank requires an oversized flat envelope.
3494	151870	CHECK PRINT OUTSOURCING SHIPPING BOX					\$2.9021	Postage charge per box for a mailing of printed checks that requires a shipping box.
7714	151810	CHECK PRINT CASHIER'S CHECK					\$10.0000	Charge for printing of a cashier check via the ACCESS Check Print application.
7715	151810	CHECK PRINT DIRECT ENTRY					\$3.0000	Direct Entry Check print fee for single check upload via ACCESS Checks.
7772	150040	CHECK PRINT ONLINE MAINT					\$75.0000	Monthly maintenance charge per client for the J.P. Morgan Access Check Print module. Includes ability to create/test check templates, create/test file formats, maintain special handling codes, upload files.
7773	151800	CHECK PRINT FILE UPLOAD					\$10.0000	Charge per file for uploading or transmitting a Check Print file to J.P. Morgan Access

JPM Bank CODE	AFP CODE	SERVICES	Service Used by Your Bank	Proposed Charge per unit July 2017	Jul-19	Oct-20	Jun-21	Notes
6198	05031Z	RECEIVABLES MAIN - REPORTS					\$5.0000	Monthly charge for each special report a lockbox subscribes to from Receivables Online. Special reports include CSV+ Detail, Extended Detail and Box Complete Report
6045	40066Z	TRANSACTIONS REPORTED - 1 YEAR					\$0.2500	Charge per transaction loaded to J.P. Morgan Access Cash Balances and Transactions Reporting with a 1 year history.
6051	40066Z	TRANSACTIONS REPORTED - 2 YEAR					\$0.3000	Charge per transaction loaded to J.P. Morgan Access Cash Balances and Transactions Reporting with a 2 year history.
6890	359999	RTP ORIGINATED TRANSACTION					\$1.0000	Per item charge for Real Time Payments
2629	300524	EDI SUMMARY REPORT JPMACCESS					\$2.0000	Charge per page for an EDI formatted report at the payment level, exported from J.P. Morgan Access
2642	300010	EDI ACCOUNT FEE					\$50.0000	Per account charge for EDI reporting via transmission
2669	300210	EDI 820 SEGMENT FEE					\$0.0300	Per segment fee for EDI reporting via transmission
4219	300224	EDI X12 820 PER ACCT JPMACCESS					\$35.0000	Monthly maintenance charge for EDI receiving data reporting via a download of X12 820 information via J.P. Morgan Access.
4221	300224	EDI X12 820 SEGMENT-JPMACCESS					\$0.1900	Charge per segment for EDI report segments included in X12 820 information in a print image delivered via J.P. Morgan Access.
1472	100118	REMOTE CASH CAPTR NOTES DEP					\$0.0000	Charge per note for bills deposited in a Remote Cash Capture (formerly Smart Safe) device
1624	100199	WEB CUR SVCS-DEPOSIT DETAILS					\$1.0000	Monthly charge per location for online deposit details to view currency and coin vault deposit transaction details by denomination
1627	100199	WEB CUR SVC-VAULT TREND REPORT					\$2.0000	Charge per location for an online Vault Trend Report to provide detailed analysis of vault transactions
5443	409999	SOFTI STANDARD CALCULATION					\$5.0000	Charge per transaction to determine the balance requirement for a SOFTI (Standing Order Financial Transaction Initiation) automated funds transfer.
5444	409999	SOFTI NONSTANDARD CALCULATION					\$16.0000	Charge per transaction to determine the balance requirement for a SOFTI (Standing Order Financial Transaction Initiation) automated funds transfer.
2639	300320	EDI FORMAT IMPLEMENTATION					\$0.0000	One-time implementation charge for ReceiptStream EDI receiving services.
3207	200010	FULL RECONCILEMENT - MAINT					\$5.0000	Monthly charge for each account on the Full Reconciliation service.

*Earnings Credit Rate is a bank managed rate, subject to change based on various factors such as market conditions. Stated rate is a gross rate as of June 2021, before Balance Based Charges (formerly FDIC fees) of 13bps are deducted. The County's net Earnings Credit Rate will be published monthly on the Account Analysis Statement.

SCHEDULE TO J.P. MORGAN AVS SERVICE TERMS EARLY WARNING REAL-TIME PAYMENT CHEK® WITH OR WITHOUT ACCOUNT OWNER VERIFICATION

V1.0_09_07_21

JPMorgan Chase Bank, N.A. (the "Bank") will provide the undersigned customer (the "Customer") with the EWS Service, as hereafter defined, and such other services as are described in these Service Terms. These Service Terms are a Schedule to the Account Validation Service Terms and the provisions of such Service Terms apply to the EWS Service provided hereunder; in the event of any conflict between the Account Validation Service Terms and these Service Terms, these Service Terms will control. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services, as well as the Electronic Channels Service Terms ("Channels Terms"), ACH Origination Service Terms and other applicable service terms (collectively, "Account Documentation"), are incorporated into these Service Terms by reference and form a part thereof. Capitalized terms used and not otherwise defined in the body of these Service Terms are defined in Section 15 hereof.

1. Service.

1.1. General. On the terms and conditions set forth herein, Bank shall provide Customer with the Early Warning Real-time Payment Chek® service with Account Owner Authentication capability, and such other services provided by Early Warning Services LLC ("**EWS**") that may be offered by the Bank from time to time (the "**EWS Service**"), subject to the terms set forth in these Service Terms and the Connectivity Agreement. For the avoidance of doubt, the EWS Service is a "Service" under the Account Documentation.

1.2 Customer hereby represents and warrants (a) that it is a business entity that has operated as a business entity for a period of not less than one (1) year prior to the commencement of the EWS Service or is a Government Agency, (b) if Customer has selected accessing AOA, that Customer's annual revenue is in an amount equal to \$10 million or greater for the immediately preceding fiscal year, as reported in Customer's public filings or demonstrated by such other evidence that is provided by Customer, and (c) that it is not a Financial Services Organization (unless approved by EWS).

1.3 In addition, Customer hereby certifies that, (i) except as otherwise provided in Section 4.1.4, Customer shall be the end user of the EWS Service and the Response Data and other information obtained through the use of the EWS Service, (ii) Customer shall use the EWS Service, Response Data, Processed Data and other information obtained through the EWS Service in accordance with Sections 2 and 3 of Exhibit A annexed hereto (**Authorized Use of the EWS Service**), and (iii) neither Processed Data, Response Data nor such other information shall be used for any other purpose at any time. Customer shall ensure that the foregoing certifications remain true with respect to Customer at all times during the term of these Service Terms. Upon Bank's request from time to time, Customer shall provide Bank and EWS a written attestation that the foregoing certifications are true and correct with respect to the Customer.

2. Documentation. The Bank shall distribute the Documentation for the EWS Service to Customer as reasonably required by, or agreed upon with, EWS. The Bank shall also provide any amendments to or revised versions of the Documentation to Customer as the same are made available by EWS where such amendments and revisions are material in nature and made for technical purposes. Customer acknowledges that the standard Documentation may be periodically updated by EWS or Bank from time to time based upon changes required by Bank's or EWS' product teams, legal teams, senior management and/or governing bodies.

3. Inquiries and Bank Provision of Response Data or Processed Data in Accordance with Customer's Pre-Selected Criteria.

3.1 Customer Data; Compliance with Exhibit A. Customer shall comply with all applicable requirements of Exhibit A (**Authorized Use of the EWS Service**), including, without limitation, requirements relating to authorized uses of Response Data. Customer shall transmit all Inquiries for the EWS Service to Bank pursuant to the Documentation and Exhibit A, and Bank shall thereafter transmit such Inquiries to EWS. For each Inquiry properly transmitted to the National Shared Database by Customer through Bank, EWS will transmit Response Data to Bank on behalf of Customer. Bank, acting as Customer's processor, will then either provide the full Response Data directly to Customer unchanged from the form transmitted to Bank by EWS or process such Response Data on behalf of Customer, and at Customer's request, map such Response Data into responses based on criteria that have been pre-set by Customer (such responses hereafter called "**Processed Data**") that Bank will then provide to Customer. Mapping will be done in accordance with instructions provided by EWS. Customer acknowledges and agrees that Processed Data is time-sensitive and only intended to be used by Customer in connection with the specific Inquiry for which it was furnished. If agreed upon by Customer and Bank, Bank shall, upon completion of the processing and mapping of EWS Response Data into Processed Data, either execute or reject the instruction initiated by Customer pursuant to Customer's decision.

3.2 If Bank transmits full Response Data to Customer (not mapped into Processed Data) or in the form of Processed Data, Customer agrees that if Customer uses such Response Data or Processed Data to take adverse action against the consumer about whom the Response Data/Processed Data relates, such consumer will be referred to EWS for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data or Processed Data.

3.3 Bank will assign Customer a unique identification number ("Client ID"). Additionally, if Inquiries are transmitted for multiple divisions or affiliates of Customer, Bank may assign each such division and/or affiliate of Customer a unique Client ID that will be include in all Inquiries transmitted to EWS for Customer. Customer agrees that EWS may define how the various Client ID fields within the Inquiry file are required to be populated during the implementation phase for Customer.

3.4 Customer agrees that EWS may limit or prohibit the markets and/or types of businesses that are eligible to receive Processed Data or any other response that is comprised of or derived from, in whole or in part, Response Data. Bank will provide Customer with information relating to such

limitations or prohibitions. EWS or Bank may require Customer to provide information and/or documentation to EWS to allow EWS to verify that Processed Data or other responses that are comprised of or derived from, in whole or in part, Response Data, are being provided only to those markets and/or types of business that are eligible to receive such responses, and Customer agrees to comply with all such requirements. It is understood and agreed that EWS may require that Bank cease providing Processed Data or Response Data to Customer if EWS determines that Customer is conducting business of the type and/or within a market that is ineligible to use the EWS Service as described above.

3.5 As part of the EWS Service, Bank may furnish a decline notice to the intended recipient of a transaction if Customer's pre-set criteria for Processed Responses instructs Bank to reject such transaction on Customer's behalf. It is understood and agreed that such decline notices are not adverse action notices or any other notification sent pursuant to the FCRA, and that Customer is solely responsible for sending any required adverse action notices pursuant to Section 4.1.6 and Exhibit B and otherwise complying with FCRA as an end user of consumer reports under FCRA.

4. Additional Customer Rights and Responsibilities.

4.1 Restrictions on Use of the Response Data.

4.1.1 Customer agrees not to sell, resell, sublicense or otherwise transfer any part of the Response Data to any other person or entity, except (i) for a transfer to an affiliate of such Customer with a need-to-know for internal use of Customer, and subject to all Applicable Laws, or (ii) as may be required by Applicable Laws.

4.1.2 Without limitation of the foregoing, Customer shall not transmit Response Data to any customer of Customer or any other third party, or allow any third party to access the Response Data, or sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity. Customer agrees that the Response Data is time-sensitive and only intended to be used in connection with the specific inquiry for which it was requested.

4.1.3 Customer shall not merge, aggregate or compile Response Data into any other database for use in connection with future Inquiries. If Customer uses Response Data to take adverse action against the consumer about whom the Response Data relates, Customer agrees to refer such consumer to EWS for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data. Customer shall provide Bank with concurrent notice of any such dispute referred to EWS.

4.1.4 Customer shall not resell, sublicense or otherwise transfer any part of the Response Data to any other person or entity, unless approved in writing by Bank or EWS. If such approval is provided, Customer shall be deemed to a Participant as Processor and the terms of Exhibit D shall apply. EWS may limit or prohibit the markets and/or types of business that are eligible to receive a response that is comprised of or derived from, in whole or in part, Response Data.

4.1.5 Customer acknowledges receipt of the notices attached hereto as Exhibit B, which describe certain obligations of (a) furnishers of information to consumer reporting agencies and (b) users of consumer reports. Customer shall at all times comply with Exhibit B regarding permissible purposes for use of Response Data, consumer reports, required certifications and notifications to consumers of adverse action. EWS shall have the right to suspend the provision of the EWS Service for a Customer's non-compliance with Response Data obligations hereunder (including without limitation, Exhibit B) at any time.

4.1.6 Customer agrees that all notifications to consumers of adverse action will be in substantially the following form:

Adverse Action Notice

This notice is provided by [INSERT NAME OF CUSTOMER].

We're sorry, but we are unable to proceed with your payment transaction. Our decision was based in whole or in part on information obtained in a report from Early Warning Services, Inc., a consumer reporting agency. Early Warning provides authentication and risk management services to businesses nationwide.

You have a right under the Fair Credit Reporting Act (FCRA) to know the information contained in your credit file at Early Warning, the consumer reporting agency. Early Warning played no part in our decision and is unable to supply you with specific reasons for the denial decision made by us.

Under the Fair Credit Reporting Act, you have the right to obtain a free copy of your report from Early Warning, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with Early Warning.

You may reach Early Warning toll free at 1-800-745-4210, or write to them at:

Early Warning
16552 N. 90th Street
Scottsdale, AZ 85260

4.1.7 In addition to Customer's notification obligations under subsection 4.1.3, Customer shall promptly notify Bank of any complaint or dispute by or between Customer and any of its customers or other persons or entities relating to (a) Inquiries or Customer data or other data Contributed by Customer to EWS, (b) Response Data received from EWS, or (c) any action taken by Customer in reliance upon or as a result of Response Data received from EWS.

4.2 Customer Audit Rights/Information. Upon request by Customer, EWS shall provide to Customer a copy of its most recent Annual Risk Report (ARR), as well as any updated ARR's upon request from Customer. If, in addition to the information provided by EWS, Customer requires to conduct an on-site audit of EWS' information security program outside of EWS' regularly scheduled consolidated on-site audit periods (which are free to Customer), then a daily fee shall be assessed to Customer for the on-site audit, as agreed upon between EWS and Customer. Any on-site audits (i.e. outside of the regularly scheduled consolidated on-site audit periods) shall not begin until the daily fee for each, if applicable, has been agreed upon between EWS and Customer. Fees related to these on-site audits will be billed to Customer separately from fees for the EWS Service. However, any on-site audit that is triggered by a regulatory requirement or a court order will not result in a daily fee as set forth herein. If, in addition to the information provided by EWS, Customer requires that EWS complete a questionnaire regarding EWS' information security program, then a fee shall be assessed to Customer for the questionnaire, as agreed upon between EWS and Customer. Any completion of a questionnaire in this instance shall not begin until the fee for each, if applicable, has been agreed upon between EWS and Customer. Fees related to the completion of questionnaires by EWS will be billed to Customer separately from fees for EWS Service.

4.3 Written Information Security Program. Customer shall maintain, throughout the term of these Service Terms, a written information security program that contains administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Response Data, (ii) protect against any anticipated threats or hazards to the security or integrity of Response Data, (iii) protect against unauthorized access to or use of such Response Data that could result in substantial harm or inconvenience to any customer of Customer, (iv) limit access, use and disclosure of Response Data as expressly permitted by these Service Terms, (v) ensure the proper disposal of Response Data, and (vi) comply with Applicable Law. Customer's information security program must be designed to: (i) meet the objectives of the Interagency Guidelines Establishing Information Security Standards promulgated by the federal banking agencies as amended from time to time, and (ii) include control objectives that meet applicable industry standards such as ISO 27002, FFIEC, OCC, PCI or NIST. .

4.4 Breach of Security. In the event of a breach in security resulting in actual or suspected loss of or unauthorized access to Response Data, Customer shall (i) immediately notify EWS by calling (877) 275-7774, Option 4; (ii) conduct a forensics examination to determine to what extent Response Data was compromised; (iii) provide to EWS, in writing, details concerning the breach, including: (A) nature and impact of the breach, (B) assessment of immediate risk due to the breach, (C) corrective actions already taken, and (D) corrective actions to be taken; (iv) cooperate with EWS and any affected inquiries, Contributors, regulators or law enforcement to assist in regaining possession of the Response Data and in preventing its further unauthorized use and to notify affected consumers if required by Applicable Law; and (v) take measures to restore and enhance its security policies and procedures to avoid further breaches.

4.5 Access to EWS Service. Customer shall not knowingly permit any of its directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants, to access the EWS Service, if the person has been convicted of a crime in connection with: (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (ii) a felony.

4.6 Test ID. If Customer receives a test identification number ("Test ID") from EWS, all Inquiries made by Customer in connection with a system test shall be made with the Test ID, separate from any customer identification number issued to that Customer. There is no fee associated with Inquiries made for the purposes of the system test. Customer agrees that any test must be approved in advance by EWS, will be performed in EWS' Client Acceptance Test (CAT) environment, and subject to more specific guidelines provided by EWS applicable to the type of test to be conducted.

4.7 Technical Integrator. In the event Customer wants to use a Technical Integrator (as defined in Exhibit C (*Technical Integrator*)) for the transmitting of Customer Data to Bank or EWS, transmitting Inquiry/Inquiry Data and receiving Response Data in response to an Inquiry, Customer shall comply with the terms of Exhibit C (*Technical Integrator*).

4.8 Compliance with Exhibits A and B and Applicable Laws. Customer hereby agrees to comply with the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. and all other Applicable Laws. Without limitation of the foregoing, Customer agrees to comply with and be bound by Exhibits A and B hereto to the extent applicable to Customer.

4.9 Consents. Customer represents and warrants that Customer has obtained authorization and consent from each of its customers and/or intended payees or payors to provide Inquiries and, if applicable, Contributions to EWS.

5. EWS' and Bank's Rights and Responsibilities.

5.1 EWS' and Bank's Audit Rights/Information. EWS and Bank shall have the right to audit Customer, during normal business hours, upon reasonable advance notice, and not more than once per calendar year for the following annual audits: (i) compliance with these Service Terms, (ii) Customer's use of Response Data as set forth in Section 3 above and, (iii) to conduct an onsite audit of Customer's information security program and related policies, controls, processes and procedures. Customer shall provide Bank with the name and contact information of Customer representative that EWS and/or Bank should contact to facilitate the audit. In addition to any other audit rights of EWS described in these Service Terms, upon request of EWS, Customer shall complete a Shared Assessment Significant Information Gathering (SIG) Questionnaire or provide to EWS a copy of its most recent third party data processing audit or review (e.g., SOC2-Type II, ISAE 3402, SSAE 16 or equivalent based upon American Institute of Certified Public Accountants (AICPA) standards, Acceptable Use Procedures (AUP), as conducted by Customer's external auditors. Customer agrees that EWS and Bank may disclose to each other any information obtained during such audit/review.

5.2 Review of Customer's Use of the Response Data.

5.2.1 .No more than once per calendar year and only if requested by EWS or Bank, except as provided below in the case of suspended non-compliance or unusual transaction activity, Customer agrees to cooperate with EWS and/or Bank in conducting an annual review of Customer's use of the Response Data to verify that Customer is using the Response Data in compliance with these Service Terms. Such review may include, but is not limited to: Customer's written certification that it is in compliance with these Service Terms; requests for documentation

verifying such compliance; interviews with personnel knowledgeable about Customer's use of these Service Terms; and/or on-site inspections during Customer's regular business hours of records, operations and procedures related to its use of the EWS Service. Customer agrees that EWS and Bank may disclose to each other any information obtained during such review. If the compliance review reveals that Customer is not in compliance with these Service Terms, or compliance cannot be verified, EWS and/or Bank may, upon written notice, suspend Customer's participation in the EWS Service, and the parties may promptly meet to discuss the matter and develop a proposed resolution plan. The resolution plan, including resolution period, must be approved by EWS and Bank. On or before the approved resolution date, Customer shall provide written certification to EWS and Bank that the resolution plan has been fully implemented and that Customer is in compliance with these Service Terms. If the resolution plan is not fully implemented on or before the approved resolution date, EWS may suspend or terminate the provision of Response Data, or require that Bank terminate these Service Terms with respect to Customer, upon written notice to Customer. Nothing in these Service Terms shall be construed to limit any of EWS' or Bank's other rights or remedies under these Service Terms.

5.2.2. In addition to the annual reviews provided above, if (a) at any time EWS or Bank has a reasonable basis to believe that Customer is not in compliance with the terms of these Service Terms; (b) EWS or Bank identifies transaction activity that is not consistent with Customer's normal transaction activity based on past activity or compared to similar types of clients, including but not limited to dollar amounts, hit rate, and volume; or (c) EWS or Bank requires that Customer demonstrates its compliance with Customer's resolution plan created to address a document audit finding, EWS and/or Bank will notify Customer. Customer shall within two (2) business days of EWS' or Bank's notification, provide EWS and/or Bank, as applicable, with such documentation and information as may be reasonably requested by EWS and/or Bank to verify Customer's compliance with these Service Terms or to address any potential vulnerabilities identified by EWS and/or Bank in Customer's system or operations, as applicable to Customer's use of the EWS Service. Alternatively, at EWS's or Bank's election, upon reasonable notice, EWS and/or Bank may inspect Customer's records, operations and procedures related to these Service Terms on Customer's premises, during normal working hours, and in a manner as to minimize interference with Customer's normal business activities. If the compliance review reveals that Customer is not in compliance with these Service Terms, or compliance cannot be verified, EWS and/or Bank may, upon written notice, suspend Customer's participation in the EWS Service and the parties may promptly meet to discuss the matter and develop a proposed resolution plan in accordance with the specifications and procedure described above, with respect to annual compliance reviews. Nothing in these Service Terms shall be construed to limit any of EWS' or Bank's other rights or remedies under these Service Term

6. Confidentiality.

6.1 Confidentiality. Each party (the "disclosing party") has made and will continue to make available to the other party (the "receiving party") Confidential Information. The receiving party will maintain Confidential Information in confidence, and except as otherwise expressly permitted under these Service Terms or with the express prior written consent of the disclosing party, the receiving party will not disclose, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the disclosing party to any third party. The receiving party will use the same care and discretion to avoid disclosure, publication or dissemination or unauthorized access to any Confidential Information received from the disclosing party as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate, or be accessed (but in no event less than a reasonable degree of care). Subject to this section, Bank may (i) use Customer's Confidential Information to provide services hereunder, (ii) disclose Customer's Confidential Information to EWS, and EWS' and its affiliates, contractors, consultants, auditors, agents and other third parties (where such other third parties have a need to know), and (iii) as otherwise permitted under the Account Documentation. The receiving party will be liable for any unauthorized disclosure or use of Confidential Information by any of its employees, consultants, agents, subcontractors or advisors.

6.2 Non-Disclosure of Consumer Data. To the extent that any information obtained by Customer is "nonpublic personal information" about "consumers" or "customers" as such terms are defined in Title V of the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. § 6802, and in regulations issued thereunder (collectively, "Consumer Data"), Customer agrees that it will not disclose or use such Consumer Data provided to it by the disclosing party under these Service Terms other than to carry out the purposes of these Service Terms or in any manner prohibited by the GLBA or the regulations issued thereunder. Customer further covenants and agrees to maintain appropriate measures designed to meet the objectives of the applicable guidelines establishing information security standards as adopted by any federal regulatory agencies having jurisdiction over Customer's affairs ("Guidelines"). Without limiting the foregoing, Customer hereby represents and warrants that its information security program described in Section 4.3 is designed to: (i) ensure the security and confidentiality of Consumer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such data; and (iii) protect against unauthorized access to or use of such data that could result in substantial harm or inconvenience to any consumer. Furthermore, Customer shall not knowingly permit any of its Representatives to access the EWS Service if the person has been convicted of a crime in connection with: (a) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (b) a felony.

7. Disclosures. Customer acknowledges that Bank may disclose to a consumer reporting agency (i) the identity of the end user of the information obtained via EWS Service and (ii) each permissible purposes for which the report or information is furnished to the end user.

8. Inquiries about the EWS Service. Except as otherwise expressly provided herein, Customer shall contact Bank with all inquiries regarding the EWS Service.

9. Indemnification. Customer shall indemnify, defend and hold harmless Bank and all of its Representatives from any and all Losses, and threatened Losses arising out of or relating to (a) Customer's actual or alleged breach of any representation, warranty, covenant or certification in these Service Terms, (b) Customer's actual or alleged breach of any of the confidentiality provisions in these Service Terms, or (c) Customer's failure to comply with the provisions hereof related to Contribution, Inquiries and use of Response Data. Additionally, Customer agrees to indemnify, hold harmless and defend EWS, its directors, officers and employees from and against any and all Losses arising out of or relating to Customer's actual or alleged breach of any representation, warranty or covenant in these Service Terms.

10. Suspension; Termination.

10.1 Suspension of Customer's Access by EWS. EWS may suspend Customer's access to the EWS Service upon written notice to Bank and Customer, if Customer does not comply with the requirements of these Service Terms and such suspension shall remain in effect until such noncompliance is remedied. EWS may provide such notice via email to the appropriate contacts at Bank and Customer and such notice shall include a description of the noncompliance issue. In the event that Customer has not remedied or not made substantial progress in remedying the noncompliance within thirty (30) days of such notice, EWS may terminate Customer's access to the EWS Service.

10.2 Termination. In addition to each party's termination rights under the Account Documentation, Bank may terminate the provision of the EWS Service to Customer upon five (5) days written notice to Customer, if any Response Data provided to Customer is used or disposed by Customer as follows: (a) contrary to these Service Terms or Connectivity Agreement, provided such breach is material in nature and within the five (5) day notice period, Customer fails to cure such improper use or disclosure or in the event it is not possible to cure such breach, Customer fails to establish preventative measures designed to prevent a future breach; (b) in violation of any Applicable Law pertaining to the use of the EWS Service or Response Data and within the five (5) day notice period, Customer fails to cure such violation or in the event that such violation cannot be cured, Customer fails to establish preventative measures designed to prevent a future violation of a similar nature; or (c) Customer experiences any incident that jeopardizes the security of any Response Data in its possession. Bank may terminate the provision of the EWS Service immediately upon notice to Customer in the event that (i) Bank determines, in its sole discretion, that automated clearing house (ACH) return item volumes are not acceptable or that there have been excessive complaints from Customer's customers or consumers arising out of Customer's use of Response Data, or (ii) the Customer is the subject of any regulatory action. Termination of these Service Terms shall not release either party from obligations arising prior to such termination. The parties' respective rights and obligations under this Section 10 shall survive termination of these Service Terms.

11. Limitation of Bank's and EWS' Liability.

11.1 Limitation of Bank's Liability. Bank assumes no responsibility or liability arising from the transmission, treatment or storage of any data by EWS, including, without limitation, any Inquiry Data, Customer Data and Response Data. Without limitation of the foregoing, Bank shall have no responsibility or liability whatsoever for (a) the content of any Contribution of Customer Data or Inquiry Data transmitted by Customer to EWS and whether Customer properly or timely transmits such data; (b) the content of any Response Data transmitted by EWS to Customer and whether EWS properly or timely transmits such data; (c) any inaccuracy or omission in the Response Data or other data provided by EWS, regardless of the cause thereof, (d) any action taken by the Customer in reliance on Response Data, (e) any storage, use or misuse of Customer Data or Inquiry Data by EWS, and (f) Customer's failure to comply with the Documentation, including, without limitation, applicable technical specifications therein. Further, Bank shall have no responsibility or liability for any failure by Customer or customer of Customer to comply with the applicable requirements hereunder, including requirements in Exhibits A and B, regarding Customer Data, Contributions, Inquiries, use of Response Data and compliance with Applicable Laws.

11.2 No Liability of EWS. EWS shall have no liability to Customer under these Service Terms, including without limitation, any duties or obligations (contractual, at law or otherwise) owed by Bank to Customer or by Customer to Bank under these Service Terms. Customer acknowledges that EWS may notify Bank in the event of Customer's non-compliance with (a) the Contribution of data requirements as set forth in the Documentation and Exhibit A, or (b) the requirements for Inquiries, and in the event that EWS does so, Bank agrees to notify Customer thereof and to provide any details that EWS has provided to Bank. EWS shall have the right to suspend the provision of the EWS Service in the event of Customer's non-compliance with the Contribution and Inquiry requirements of Exhibit A and the Documentation.

11.3. No Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE EWS SERVICE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. THE BANK DOES NOT WARRANT THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE RESPONSE DATA OR OTHER DATA OR THAT ANY PART OF THE EWS SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

12. Notice to Users of Consumer Reports; FCRA. Customer acknowledges receipt of the notices attached hereto as Exhibit B (**Notices to Users**), which describe certain obligations of (a) furnishers of information to consumer reporting agencies, and (b) users of consumer reports. Customer acknowledges that these notices were provided to Bank by EWS and EWS is requiring that Bank provide these notices to Customer. Accordingly, Bank shall have no responsibility or liability for the content, accuracy or completeness of such notices. Customer shall be responsible for complying with all Applicable Laws in connection with Customer's provision of data, including Contribution data and Inquiry Data and Customer's use of Response Data, including without limitation, any obligations that Customer may have as a user of consumer reports under the FCRA.

13. EWS Service Selection. Customer acknowledges that Bank is a partial owner of EWS. Customer represents that Customer has made its independent determination for selection of the EWS Service and has not relied on any representation made by Bank in connection therewith. Customer acknowledges and agrees that EWS may receive revenue sharing or other fees from Bank in connection with the provision of the EWS Service to Customer.

14. Bank Obligation to Report to EWS. Under EWS' agreement with Bank, Bank is required to notify EWS if Bank receives notice, from any source, that (a) Customer; (b) any individual or entity that holds a controlling interest in Customer; (c) any member of Customer's board of directors or equivalent governing body; (d) any officer or manager of Customer; or (e) any other employee that has access to Response Data or has decision-making authority on how the EWS Service is used or marketed (each of the foregoing, a "Regulated Party"), is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body that would raise legitimate concerns regarding Customer's business practices or Customer's compliance with the use of the EWS Service. Accordingly, Customer will promptly notify Bank in the event of the occurrence of any of the foregoing, and Customer hereby consents to the Bank's provision of such notification to EWS. EWS, in its sole discretion, may cease providing responses comprised in whole or in part of Response Data to Customer where Early Warning believes in good-faith that such legitimate concerns are well-founded.

15. Defined Terms. Capitalized terms used in these Service Terms, unless otherwise defined in the Account Terms shall have the meanings set forth below. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Account" means an account as defined by the board of Governors of the Federal Reserve System in Regulation CC, 12 C.F.R. Section 229.2(a), and may also include: a savings account, a money market account, a credit account or a brokerage account held by a consumer or company at the Financial Services Organization or other business relationship currently existing or pending between a Financial Services Organization and a consumer or a company.

"Account Owner Authentication" or **"AOA"** means identity-to-account matching performed using the Account Owner Authentication capability with the *Real-time Payment Chek*® service, and confirms an account owner or authorized user by inquiring against account owner data contributed to the National Shared Database resource.

"Account Owner Elements Data" or **"AOE Data"** means information about an Account and the related account owner(s) consisting of one or more of the types of information set forth in Exhibit A-1, as may be modified by EWS and/or Bank.

"Account Status Data" means information relating to the status of an Account with a Contributor in the form of a code.

"Authorized Uses" means the authorized uses of Response Data by Customer as defined in Exhibit A. Exhibit A may be modified from time to time by Early Warning upon written notice to Customer to provide additional Authorized Uses.

"Applicable Laws" means all federal, state and local laws, and the regulations and guidelines promulgated thereunder, applicable to the marketing, promotion, offering for sale, sale provision, creation, delivery, transmission and use of the applicable EWS Service, including without limitation any applicable provisions of the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. (the "FCRA"), the Fair and Accurate Credit Transaction Act of 2003, Pub. L. 108-159, 111 Stat. 1952 and the Gramm-Leach-Bliley Act (including similar state laws and regulations to each of the foregoing) in each case as amended from time to time.

"Confidential Information" means information not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or visual, electronic or other form. Confidential Information of the disclosing party include such party's (a) business plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) employee, customer and supplier information; (e) hardware and system designs, architectures, structure and protocols; (f) product and service specifications; and (g) manufacturing, operations, facilities, assets, purchasing, logistics, sales and marketing information, as well as the terms of these Service Terms.

"Contribute" or "Contribution" means the transmittal of Customer Data by Customer, if Customer is a Financial Services Organization, to the National Shared Database pursuant to Exhibit A (**Authorized Use of the EWS Service**).

"Contributor" means an entity that is a Financial Services Organization and transmits certain specific data elements to the National Shared Database.

"Customer Data" means the prescribed data (as described in Exhibit A (**Authorized Use of the EWS Service**)) contributed to the National Shared Databases directly by Customer for use in the EWS Service.

"Documentation" means any written user guides, specifications, technical requirements, descriptions or instructions created by Early Warning Warning or the Bank describing the installation, set-up, function, features, operation and use of the EWS Service, and that will be or are provided to Customer.

"EWS" has the meaning set forth in Section 1 hereof.

"EWS Service" has the meaning set forth in Section 1 hereof.

"Financial Services Organization" means an entity that provides banking and/or investment products and services and is regulated by one or more of the following entities: Office of the Comptroller of the Currency (OCC), Consumer Financial Protection Bureau (CFPB) (excluding non-depository covered persons), National Credit Union Association (NCUA), Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), Federal Reserve (Fed), Federal Deposit Insurance Corporation (FDIC), The Public Corporation for the Supervision and Insurance of Cooperatives in Puerto Rico (COSSEC) or a state banking department.

"Government Agency" means a local, state or federal government agency and its contractors.

"Inquiry" means each request for Response Data from the National Shared Databases by Customer.

"Inquiry Data" means the information contained within an Inquiry as described in Exhibit A (**Authorized Use of the EWS Service**).

"Integrator Connectivity" means the Customer is accessing the EWS Service through a direct connection with the Bank pursuant to these Service Terms.

"Item" means either: (a) a physical check; (b) an image replacement document (IRD); (c) MICR line information; (d) an automated clearinghouse entry; or (e) an item as defined by the Uniform commercial code.

"Item Level Data" means information about an Account with a Contributor relating to Return Item Data and/or Stop Pay Data.

"Losses" means all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

"National Shared Database" means the collection of data maintained by Early Warning in one or more databases.

“**Non-Participant Data**” means information about a Contributor’s experience with an Account, other than an Account with the Contributor, consisting of Transit Data and Return Item Data, as specified in technical specifications Documentation.

“**Participant**” means the Customer and as required by the context, may also include other customers using the EWS Service.

“**Participant as Processor**” means a Participant that has been approved to provide Response Data (but only in the form of Processed Data) to its own customers that are the end users of the Response Data.

“**Processed Response**” shall have its meaning set forth in Section 4.2.

“**Representatives**” means a party’s directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants.

“**Response Data**” means information from the National Shared Databases transmitted by Early Warning directly to Customer pursuant to the Connectivity Agreement, and in response to an inquiry by Customer. The information contained within Response Data is described in the applicable Documentation.

“**Return Item Data**” means information, in the form of a code, relating to an outgoing or incoming Item that is returned or as to which notice of nonpayment is provided, as specified in those particular documents within the Documentation.

“**Scored Account Data**” means information relating to an Account, based upon Non-Participant Data, in the form of a code, as specified in those particular documents within the Documentation.

“**Stop Pay Data**” means information about an Account with a Contributor relating to stop pay instructions on an Item or range of Items associated with the Account, as specified in those particular documents within the Documentation.

“**Transit Data**” means information identifying an Item by routing and Account number relating to an Account that is maintained by a depository Financial Services Organization, as specified in technical specifications Documentation.

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IN WITNESS WHEREOF, the parties hereto have caused these Service Terms to be executed by their respective officers, thereunto duly authorized, on february of 18th , 2022.

[Customer: Travis County]

Dolores Ortega Carter

Name: Dolores Ortega Carter

Title: Travis County Treasurer

JPMORGAN CHASE BANK, N.A.

By: Brenda A Pollard

Name: Brenda A Pollard

Title: Authorized Officer

EXHIBIT A

INQUIRIES / CONTRIBUTION / AUTHORIZED USES OF DATA / OTHER REQUIREMENTS

1. **Data Inquiries; Contribution.** Upon full execution of the Service Terms, , Participant may initiate Inquiries for Account Status Data, Item Level Data, Scored Account Data, and/or Account Owner Elements Data. The data required to transmit an Inquiry is set forth in the technical specifications in the Documentation.
 - 1.1 For each Inquiry based upon Account Status Data, Item Level Data, or Scored Account Data, Early Warning will deliver Response Data based upon the data available in the National Shared Database. Each such Inquiry may be transmitted alone or in conjunction with an Inquiry described in Section 1.2 below.
 - 1.2 For each Inquiry based on Account Owner Elements (AOE) Data, Participant will transmit to Early Warning the required AOE Data Elements specified by Early Warning, and Early Warning will deliver Response Data to the extent such Inquiry Data matches Data available in the National Shared Database (a "Match"). Each Inquiry based upon Account Owner Elements Data must be transmitted in connection with an Inquiry described in Section 1.1 above.
 - 1.3 Participants that are Financial Services Organizations are subject to the Contribution Requirements set forth in Exhibit A-1.

2. **Authorized Uses of Response Data.**

Participant shall use the EWS Service and Response Data subject to the terms and conditions of the Service Terms, and solely for the purposes described below.

- 2.1 For Inquiries based upon Account Status Data, Item Level Data, or Scored Account Data:
 - (a) To validate the existence of an Account and the associated Account Status Data, Item Level Data or Scored Account Data in determining whether to accept or decline an Item as payment for goods or services;
 - (b) As a factor in verifying, authorizing or guaranteeing a payment;
 - (c) To cash an Item or provide cash back from a deposit or payment;
 - (d) To decide whether to forward an Item for collection or represent it electronically; or
 - (e) To determine whether to allow the Account or application to be enrolled for use in connection with future transactions by validating that the Account exists and/or is in good standing.
- 2.2 For Inquiries based upon Account Owner Elements Data:
 - (a) To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized accountholder, user, or signatory of the Account on which the Item is drawn;
 - (b) To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the Account on which such Item is drawn;
 - (c) To determine whether to accept or decline an Item as funding for an Account by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the funding;
 - (d) To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds;
 - (e) To determine whether to allow the Account to be enrolled for use in the connection with future transactions by validating that: (a) the consumer is an authorized accountholder, user, or signatory of the Account; or (b) the company name is associated with the Account.
- 2.3 For Participants that are Financial Service Organizations, the following are additional Authorized Uses of Response Data:
 - (A) For Inquiries based upon Account Status Data, Item Level Data or Scored Account Data:
 - (i) To determine whether to accept or decline an Item for payment of a credit card, line of credit or loan (including personal and small business loans and lines of credit, auto loans, home mortgages, home equity loans and lines of credit and student loans);
 - (ii) To delay or restrict the open to buy decision;
 - (iii) To validate the existence of a recipient Account of an outbound payment transaction and the associated Account Status Data, Item Level Data or Scored Account Data in determining whether to transfer funds to such recipient Account;
 - (iv) To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the Account exists and/or is in good standing; and
 - (v) If the Participant determines that further investigation is necessary to mitigate risk based upon any of the following Response Data: Closed for Cause, Closed for Cause/Purged; Closed; Closed/Purged; Pending Closed; Post No Checks; Post No Debits; Enhances OD X/Y; Return Account; or Stop Payment, Participant may also use Response Data for the following purposes:
 - (A) As a factor in determining whether to close an existing Account for a consumer or company;
 - (B) As a factor in determining whether to monitor an existing Account for a consumer or company; and

(C)As a factor in determining whether to restrict or change existing Account privileges for a consumer or company (including, but not limited to: (a) reducing the credit line for the Account; (b) restricting Account access; and/or (c) modifying Account debit/withdrawal limits).

(B) For Inquiries based upon Account Owner Elements Data:

(i)To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the consumer is an authorized accountholder, user, or signatory of an Account used in connection with the transfer of funds; and

(ii)To determine whether to process a check order by validating that: (a) the consumer is an authorize accountholder, user or signatory of the Account; or (b) the company name is associated with the Account; and (c) the address is associated with the Account.

2.4 For Participants that are Government Agencies, Response Data may be used only as follows; provided, however, such Participant may not refuse or decline a consumer or a company transaction or request based solely on such Response Data:

(A) For Inquiries based upon Account Status Data, Item Level Data, or Scored Account Data:

(i) To determine if information provided by an individual or a company meets the National Institute of Standards and Technology (NIST) Level 2 and/or Level 3 identification and authentication requirements;

(ii) To validate the existence of an Account and the associated Account Status Data, Item Level Data, or Scored Account Data in determining whether to accept or decline an Item as payment for goods or services; and

(iii) To determine whether to allow the Account or application to be enrolled for use in connection with future transactions by validating that the Account exists and/or is in good standing.

(B) For Inquiries based upon Account Owner Elements Data:

(i) To direct requests for Account verifications to Financial Services Organizations;

(ii) To determine if information provided by an individual or a company meets the NIST Level 2 and/or Level 3 identification and authentication requirements;

(iii) To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds; and

(iv) To determine whether to allow the Account to be enrolled for use in connection with future transactions by validating that: (a) the consumer is an authorized accountholder, used or signatory of the Account; or (b) the company name is associated with the Account.

2.5 Restrictions on Use of Account Status Data. Participant shall not refuse or decline an Item based solely on the following Response Data: No Information; No Known Information; Not Located; Non-DDA; Broker Check; Credit Card Check; Home Equity Check; or Line of Credit Check.

2.6 Authorized Use of Data by Early Warning. The Participant hereby authorizes Early Warning to use Inquiry Data and Participant Data as contributed pursuant to this Exhibit A, for the purpose of: (a) providing the EWS Service; (b) providing Response Data to Resellers; (c) providing Response Data to others participants for the purpose of conducting value testing; (d) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate Early Warning's services; (e) developing and providing new services or enhancements to existing Early Warning services; and (f) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties. The reports and results of the analyses described in clause (a) may be provided to other Inquirers and Contributors, provided that such reports and analyses do not identify specific Inquiry Data or Response Data with respect to any Inquirer or Contributor.

3. Inquiry and Participant Data Accuracy of Participant.

3.1 Participant shall use commercially reasonable efforts to ensure that all Inquiry and other Participant data, including without limitation any data required to be Contributed (the "Inquiry and Participant Data") transmitted to the National Shared Database is accurate and complete at the time of transmittal.

3.2 If Participant determines or otherwise becomes aware that Inquiry and Participant Data transmitted to the National Shared Database by such Participant is inaccurate or incomplete, Participant shall: (a) immediately notify Early Warning that such Inquiry and Participant Data is inaccurate and/or incomplete; (b) provide Early Warning with any corrections to such Inquiry and/or Participant Data, or with additional information necessary to make such Inquiry and Participant Data accurate and complete; or (c) delete such information from the National Shared Database (collectively the "Action Plan"). Participant shall further ensure that the inaccurate, incomplete, or unverifiable information is not transmitted to the National Shared Database in any future transmission of Inquiry and Participant Data.

3.3 Inquiry and Participant Data may only be contributed if it applies to an event that occurred less than seven (7) years from the date of contribution.

3.4 Upon request by Early Warning, and not more than once annually per contributed dataset, Participant shall: (a) certify the accuracy of contributed Inquiry and Participant Data by verifying that a random sample of Participant's Data provided from Early Warning to Participant is accurate; (b) assign individuals to the certification process that have the knowledge and authority to provide such certification; (c) cooperate with Early Warning in the exchange of sample files and meet the established timelines for review and certification of such random sample; and (d) identify any inaccurate or incomplete information and provide a written resolution plan and remediation timelines agreeable to Early Warning (the

“Written Resolution Plan”) and ensure that inaccurate or incomplete information is not transmitted to the National Shared Database for any future transmission of Inquiry and Participant Data.

3.4.1 Notwithstanding Section 3.4 above, Early Warning may request, more than once annually, verification and certification of Participant’s Data if it has reason to suspect such Inquiry and Participant Data may be inaccurate or incomplete.

3.5 Upon request by Early Warning, and not more than once annually per contributed dataset, Participant shall attest that Inquiry and Participant Data contributed by Participant is in compliance with the terms of this Exhibit A.

3.6 Notwithstanding Participant’s obligations to meet said requirements of the Action Plan in Section 3.2 or the Written Resolution Plan in Section 3.4, Early Warning may still charge to Participant a Data Quality Non-Compliance Fee (as set forth below). However, at Early Warning’s sole discretion, it may waive the Data Quality Non-Compliance Fee if Participant completes the requirements of the Action Plan or the Resolution Plan.

3.7 Participant agrees that Early Warning has the right to charge Participant a fee each time a Participant has transmitted inaccurate or incomplete Inquiry or Participant Data (a “Violation”) as set forth in the Table in Section 3.7.1 below (the “Data Quality Non-Compliance Fee”).

3.7.1

Data Quality	Violation	Data Quality Non-Compliance Fee
	First violation.	20% of the total monthly bill charged to such Participant by JPMC in the month immediately following the notification or cure period, if any.
	Uncorrected violation (Month 2 following notice of the first violation) or second violation of the same rule within 12 months of the first violation.	25% of the total monthly bill charged to such Participant by JPMC.
	Uncorrected violation (Month 3 following notice of the first violation and subsequent months until corrected) or third violation of the same type within a 12 month period after notification of the first violation.	50% of the total monthly bill charged to such Participant by JPMC.

4. Implementation of Required Releases.

4.1 “Release” means an enhancement, update, modification, or fix to the EWS Service in the form of software, file changes, or other methods provided by Early Warning.

4.2 “Required Release” means a Release that: (a) materially affects the performance of the National Shared Database as determined by Early Warning or is the result of a change in Applicable Law.

4.3 Early Warning shall provide a ninety (90) days’ prior written notice to Participant of all Required Releases. Participant shall install Required Releases within ninety (90) calendar days of the date of such Required Release.

4.4 Participant agrees that Early Warning has the right to charge Participant a fee each time a Participant has failed to install a Required Release (a “Violation”) as set forth in the Table 4.4.1 below (the “Required Release Non-Compliance Fee”).

4.4.1

Required Releases	Violation	Required Release Noncompliance Fee
	First violation.	15% of the total monthly bill charged to such Participant by JPMC in the month immediately following the notification or cure period, if any.
	Uncorrected violation (Month 2 following notice of the first violation) or second violation of the same rule within 12 months of the first violation.	25% of the total monthly bill charged to such Participant by JPMC.
	Uncorrected violation (Month 3 following notice of the first violation and subsequent months until corrected) or third violation of the same type within a 12 month period after notification of the first violation.	40% of the total monthly bill charged to such Participant by JPMC.

4.5 Early Warning may, from time to time, implement Releases. Early Warning shall support Releases for a minimum of thirty-six (36) months from the date the Release is first available to Participants in a production environment. Upon implementing a Release, Early Warning may, in its discretion, require Participants to upgrade to the most current Release and discontinue supporting the prior Release. In this event, Participant shall upgrade to the most current Release upon no less than twenty-four (24) months' prior written notice.

4.5.1 If Participant does not upgrade to the most current Release within the twenty-four (24) month notice period prescribed in Section 4.5, Participant shall be subject to ongoing Release support fees for any prior Release as described below in Section 4.5.2.

4.5.1 Participant agrees to pay a prior Release support fee to be imposed for each month following the expiration of the twenty-four (24) months' prior notice, if Participant fails to implement the current Release. For each month of the first three (3) months during which Participant has not implemented the current Release, the support fee shall be calculated to equal ten percent (10%) of Participant's monthly invoice. Subsequently, the support fee shall increase by an additional ten percent (10%) of each month's invoice for each quarter that Participant has not implemented the current Release. For the avoidance of doubt, the second quarter support fee for non-implementation of the current Release shall equal twenty percent (20%) of Participant's monthly invoice.

4.6 Data Quality and Required Release Non-Compliance Violation Notice and Cure Period (if applicable).

4.6.1 Early Warning will deliver written notice of noncompliance to the Participant, and JPMC, which notice shall specify each violation(s) (a "**Noncompliance Notice**"). The Noncompliance Notice will include a description of the actions or inactions of the Participant giving rise to the violation, the actual or approximate dates of such violations, and if quantifiable at the time, the amount of any Noncompliance Fee. Early Warning may, in its sole discretion, and in writing, provide a limited time period for the Participant to cure such violation before imposing the Noncompliance Fee.

4.6.2 Either of the two Noncompliance Fees above are payable by the Participant thirty (30) Days after the later of the delivery of the notification or the expiration of any cure period specified in the notification, if applicable. The Participant will not be responsible for any Noncompliance Fees during the cure period, if applicable.

4.7 Additional Data Elements to be Contributed.

4.7.1 Participant acknowledges that Early Warning may require additional data elements to be contributed as deemed by Early Warning as necessary for the EWS Service. Early Warning will provide written notice to JPMC and/or to Participant about the additional data elements to be contributed and Participant shall begin to contribute said data elements no later than twenty-four (24) months after said written notice.

4.8 Suspension of EWS Service to Participant.

4.8.1 Notwithstanding the ability to assess, or the assessment of, the two Non-Compliance Fees above, Participant agrees that Early Warning may immediately suspend the provision of the EWS Services for any material breach or repetitive breaches, material or otherwise, by Participant of the terms of this Exhibit A and Early Warning may continue the suspension until the material breach or repetitive breaches have been completely remedied by Participant.

EXHIBIT A-1
CONTRIBUTION REQUIREMENTS FOR FINANCIAL SERVICES ORGANIZATION (FSO)
PARTICIPANTS

- (1)** An FSO Participant that has more than 250,000 Accounts AND is using the Real-Time Payment Chek with the Account Owner Authentication capability must contribute: Account Status Data, Item Level Data, Non-Participant Data and AOE Data.
- (2)** Any FSO Participant that has more than 250,000 Accounts must contribute: ACH transactions and returns, all items files, daily account status updates, stop payment records and incoming and outgoing returns on all of its Accounts, in accordance with the Documentation.

EXHIBIT B

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681–1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA—such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.

- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts Are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of the reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the address in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at <http://www.consumerfinance.gov/learnmore>.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with federal, state or local laws and regulations or the rules of a self regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part, and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

**NOTICE TO USERS OF CONSUMER REPORTS UNDER
CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT
CIVIL CODE SECTION 1785.20-1785.22**

The California Consumer Credit Reporting Agencies Act (Civil Code Sections 1785.1 – 1785.36) requires that this notice be provided to inform users of consumer reports of their responsibilities under Sections 1785.20-1785.22 of the California Civil Code.

Sections 1785.20-1785.22 impose the following duties upon users of consumer reports:

1785.20. (a) If any person takes any adverse action with respect to any consumer, and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, that person shall do all of the following:

(1) Provide written notice of the adverse action to the consumer.

(2) Provide the consumer with the name, address, and telephone number of the consumer credit reporting agency which furnished the report to the person.

(3) Provide a statement that the credit grantor's decision to take adverse action was based in whole or in part upon information contained in a consumer credit report.

(4) Provide the consumer with a written notice of the following rights of the consumer:

(A) The right of the consumer to obtain within 60 days a free copy of the consumer's consumer credit report from the consumer credit reporting agency identified pursuant to paragraph (2) and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis.

(B) The right of the consumer under Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

(b) Whenever credit or insurance for personal, family, or household purposes involving a consumer is denied or the charge for such credit is increased either wholly or in part because of information obtained from a person other than a consumer credit reporting agency bearing upon consumer's credit worthiness or credit standing, the user of that information shall, within a reasonable period of time, and upon the consumer's written request for the reasons for that adverse action received within 60 days after learning of the adverse action, disclose the nature and substance of the information to the consumer. The user of the information shall clearly and accurately disclose to the consumer his or her right to make such a written request at the time the adverse action is communicated to the consumer.

(c) No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that at the time of the alleged violation he or she maintained reasonable procedures to assure compliance with this section.

(d) Nothing in this chapter shall excuse compliance with the requirements of Section 1787.2.

1785.20.1. (a) Except as provided in subdivision (b), any person who uses a consumer credit report in connection with any credit transaction not initiated by the consumer and which consists of a firm offer of credit shall provide with any solicitation made to the consumer a clear and conspicuous statement as to all of the following:

(1) Information contained in the consumer's prequalifying report was used in connection with the transaction.

(2) The consumer received the offer of credit, because the consumer satisfied the criteria for creditworthiness under which the consumer was selected for the offer.

(3) Where applicable, the credit may not be extended if, after the consumer responds to the offer, the consumer does not meet the criteria used to select the consumer for the offer.

(4) The consumer has a right to prohibit use of information contained in the consumer's file with any consumer credit reporting agency in connection with any credit transaction that is not initiated by the consumer. The consumer may exercise this right by notifying the notification system or joint notification system established under subdivision (d) or (e) of Section 1785.11.

(b) Subdivision (a) does not apply to any person using a prequalifying report if all of the following conditions are met:

(1) The person using the prequalifying report is affiliated by common ownership or common corporate control with the person who procured the report.

(2) The person who procures the prequalifying report from the consumer credit reporting agency clearly and conspicuously discloses to the consumer to whom the report relates, before the prequalifying report is provided to the person who uses the report, that the prequalifying report might be provided to, and used by, persons affiliated in the manner specified in paragraph (1) with the person that procured the report.

(3) The consumer consents in writing to this provision and use of the prequalifying report.

(c) No person shall be denied credit on the basis of the consumer's refusal to provide consent pursuant to paragraph (3) of subdivision (b), unless that consent is necessary for the extension of credit, related to that transaction, by an affiliate.

1785.20.2. Any person who makes or arranges loans and who uses a consumer credit score as defined in Section 1785.15.1 in connection with an application initiated or sought by a consumer for a closed end loan or establishment of an open end loan for a consumer purpose that is secured by one to four units of residential real property shall provide the following to the consumer as soon as reasonably practicable:

(a) A copy of the information identified in subdivision (a) of Section 1785.15.1 that was obtained from a credit reporting agency or was developed and used by the user of the information. In addition to the information provided to it by a third party that provided the credit score or scores, a lender is only required to provide the notice contained in subdivision (d).

(b) If a person who is subject to this section uses an automated underwriting system to underwrite a loan, that person may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency. However, if a numerical credit score is generated by an automated underwriting system used by an enterprise, and that score is disclosed to the person, it shall be disclosed to the consumer consistent with subdivision (c). For purposes of this subdivision, the term "enterprise" shall have the meaning provided in paragraph (6) of Section 4502 of Title 12 of the United States Code.

(c) A person subject to the provisions of this section who uses a credit score other than a credit score provided by a consumer reporting agency may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency.

(d) A copy of the following notice, which shall include the name, address, and telephone number of each credit bureau providing a credit score that was used:

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

(e) This section shall not require any person to do the following:

- (1) Explain the information provided pursuant to Section 1785.15.1.
- (2) Disclose any information other than a credit score or key factor, as defined in Section 1785.15.1.
- (3) Disclose any credit score or related information obtained by the user after a loan has closed.
- (4) Provide more than one disclosure per loan transaction.
- (5) Provide the disclosure required by this section when another person has made the disclosure to the consumer for that loan transaction.

(f) Any person's obligation pursuant to this section shall be limited solely to providing a copy of the information that was received from the consumer credit reporting agency. No person has liability under this section for the content of that information or for the omission of any information within the report provided by the consumer credit reporting agency.

(g) As used in this section, the term "person" does not include an "enterprise" as defined in paragraph (6) of Section 4502 of Title 12 of the United States Code.

1785.20.3. (a) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who discovers that the consumer's first and last name, address, or social security number, on the credit application does not match, within a reasonable degree of certainty, the consumer's first and last name, address or addresses, or social security number listed, if any, on the consumer credit report, shall take reasonable steps to verify the accuracy of the consumer's first and last name, address, or social security number provided on the application to confirm that the extension of credit is not the result of identity theft, as defined in Section 1798.92.

(b) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who has received notification pursuant to subdivision (k) of Section 1785.16 that the applicant has been a victim of identity theft, as defined in Section 1798.92, may not lend money or extend credit without taking reasonable steps to verify the consumer's identity and confirm that the application for an extension of credit is not the result of identity theft.

(c) Any consumer who suffers damages as a result of a violation of this section by any person may bring an action in a court of appropriate jurisdiction against that person to recover actual damages, court costs, attorney's fees, and punitive damages of not more than thirty thousand dollars (\$30,000) for each violation, as the court deems proper.

(d) As used in this section, "identity theft" has the meaning given in subdivision (b) of Section 1798.92.

(e) For the purposes of this section, "extension of credit" does not include an increase in an existing open-end credit plan, as defined in Regulation Z of the Federal Reserve System (12 C.F.R. 226.2), or any change to or review of an existing credit account.

(f) If a consumer provides initial written notice to a creditor that he or she is a victim of identity theft, as defined in subdivision (d) of Section 1798.92, the creditor shall provide written notice to the consumer of his or her rights under subdivision (k) of Section 1785.16.

(g) The provisions of subdivisions (k) and (l) of Section 1785.16 do not apply to a consumer credit reporting agency that acts only as a reseller of credit information by assembling and merging information contained in the database of another consumer credit reporting agency or the databases of multiple consumer credit reporting agencies, and does not maintain a permanent database of credit information from which new credit reports are produced.

(h) This section does not apply if one of the addresses at issue is a United States Army or Air Force post office address or a United States Fleet post office address.

1785.20.5. (a) Prior to requesting a consumer credit report for employment purposes, the user of the report shall provide written notice to the person involved. The notice shall inform the person that a report will be used, and shall identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for use of the report. The notice shall also inform the person of the source of the report, and shall contain a box that the person may check off to receive a copy of the credit report. If the consumer indicates that he or she wishes to receive a copy of the report, the user shall request that a copy be provided to the person when the user requests its copy from the credit reporting agency. The report to the user and to the subject person shall be provided contemporaneously and at no charge to the subject person.

(b) Whenever employment involving a consumer is denied either wholly or partly because of information contained in a consumer credit report from a consumer credit reporting agency, the user of the consumer credit report shall so advise the consumer against whom the adverse action has been taken and supply the name and address or addresses of the consumer credit reporting agency making the report. No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that, at the time of the alleged violation, he or she maintained reasonable procedures to assure compliance with this section.

1785.21. (a) A user in its discretion may notify the consumer that upon request the user may contact the consumer reporting agency and request that the consumer reporting agency investigate the current status of an item or items of information contained in the consumer report if the consumer disputes the completeness or accuracy of an item or items of information as provided to the user.

(b) The consumer credit reporting agency may require identification from the user to insure the validity of the request and, in that regard, may require that the request be put in writing with proper identification.

(c) In the event that any such request is made and identification given in the form or manner demanded by the consumer credit reporting agency, such agency shall review the file of the consumer and report the current status of the disputed information to the user and the consumer by the most expeditious means possible.

(d) No user who furnishes information pursuant to this section shall be liable to any person for furnishing such information.

1785.22. (a) A person may not procure a consumer credit report for the purpose of reselling the report or any information therein unless the person discloses to the consumer credit reporting agency which issues the report the identity of the ultimate end user and each permissible purpose for which the report is furnished to the end user of the consumer credit report or information therein.

(b) A person that procures a consumer credit report for the purpose of reselling the report or any information therein shall do all of the following:

(1) Establish and comply with reasonable procedures designed to ensure that the consumer credit report or information is resold by the person only for a purpose for which the report may be furnished under this title. These procedures shall include all of the following:

(A) Identification of each prospective user of the resold consumer credit report or information.

(B) Certification of each purpose for which the consumer credit report or information will be used.

(C) Certification that the consumer credit report or information will be used for no other purpose.

(2) Before reselling the consumer credit report or information, the person shall make reasonable efforts to verify the identities and certifications made under paragraph (1).

All furnishers subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Furnishers who are not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

NOTICE TO FURNISHERS OF INFORMATION:

OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Web- site of the Federal Trade Commission (FTC): www.ftc.gov/credit. A list of the sections of the FCRA cross referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

ACCURACY GUIDELINES

The banking and credit union regulators and the FTC will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the FTC will be available at www.ftc.gov/credit when they are issued. Section 623(e).

GENERAL PROHIBITION ON REPORTING INACCURATE INFORMATION

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

DUTY TO CORRECT AND UPDATE INFORMATION

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

The federal banking and credit union regulators and the FTC will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The FTC regulations will be available at www.ftc.gov/credit. Section 623(a)(8).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER REPORTING AGENCY

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

1. Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
2. Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D).
3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
4. Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

DUTY TO REPORT VOLUNTARY CLOSING OF CREDIT ACCOUNTS

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

DUTY TO REPORT DATES OF DELINQUENCIES

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency

dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

DUTIES OF FINANCIAL INSTITUTIONS WHEN REPORTING NEGATIVE INFORMATION

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Federal Reserve Board has prescribed model disclosures, 12 CFR Part 222, App. B.

DUTIES WHEN FURNISHING MEDICAL INFORMATION

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

DUTIES WHEN ID THEFT OCCURS

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

EXHIBIT C

TECHNICAL INTEGRATOR

1. "Technical Integrator" means any third party designated by Customer that has physical, logical or network access to Inquiry Data, Response Data, and any other Early Warning data transmitted between any of these parties or the systems that house any such data. For the avoidance of doubt, a third party shall be considered a Technical Integrator if it receives and transmits a response comprised in whole, or in part, of Response Data.
2. "TI Customer" means, as applicable, and for purposes of the requirements of this Exhibit, a Customer, that wants to use, and designate for use, a Technical Integrator for the transmitting of Customer Data, the transmitting of Inquiry/Inquiry Data and the receiving of Response Data in response to an Inquiry.
3. TI Customer shall enter into a written agreement with their Technical Integrator that satisfies the requirements of this Exhibit.
4. TI Customer shall perform annually, due diligence and review of Technical Integrator's information security related documentation, conduct a risk assessment of its information security related controls, identify findings and weaknesses in such controls, and document a remediation plan, as necessary.
5. Upon a reasonable suspicion of Technical Integrator's non-compliance with the requirements of the Exhibit or applicable law, Early Warning will have the right to audit Technical Integrator, which may be performed jointly with that TI Customer.
6. At Early Warning's request, TI Customer will provide its agreement with Technical Integrator (redacted as necessary) to Early Warning for Early Warning's review to ensure compliance with the requirements of the Exhibit.
7. TI Customer shall be responsible for the Technical Integrator's acts and omissions in connection with the requirements of 13 (a), (b) and (c) below.
8. TI Customer acknowledges and agrees that Early Warning shall not be liable for any errors committed by the Technical Integrator in the transmission of Inquiry and Response Data and/or the failure to transmit such Data.
9. If a TI Customer has an existing agreement with its Technical Integrator that does not satisfy the requirements of this Exhibit, then TI Customer shall amend its agreement, as appropriate, with the Technical Integrator prior to the use of that Technical Integrator for the transmission of Inquiry or Response Data.
10. TI Customer will notify Early Warning in writing of any termination, replacement or other change to its designated Technical Integrator as soon as reasonably practicable.
11. TI Customer acknowledges and agrees that Early Warning currently requires its own agreement with that Technical Integrator designated by the TI Customer. Furthermore, TI Customer acknowledges and agrees that the Technical Integrator will be subject to Early Warning's vetting and risk assessment. TI Customer acknowledges that if in the future Early Warning does not require its own agreement with that Technical Integrator, Early Warning still hereby reserves the right, in its absolute discretion, to later require an agreement between Early Warning and the Technical Integrator, and TI Customer shall cooperate with Early Warning to facilitate such an agreement.
12. TI Customer acknowledges that the requirements set forth in Section 13 below may be modified from time to time by Early Warning to address regulatory guidance and/or information security requirements.
13. TI Customer shall ensure that all of the provisions set forth below are placed within the agreement with its Technical Integrator:
Technical Integrator shall (a) maintain an information security program that meets the requirements of the Service Agreement; (b) impose upon the Technical Integrator confidentiality provisions no less restrictive than the confidentiality provisions of the Service Agreement; (c) require that the Technical Integrator (i) not transmit Response Data received in response to an Inquiry to any party other than in response to an Inquiry initiated by that specific TI Customer (ii) not merge, aggregate or compile Response Data into any other database for use in connection with future Inquiries.

EXHIBIT D

REQUIREMENTS FOR PARTICIPANT AS PROCESSOR

1. Participant as Processor will assign each of its customers that receives any response that is comprised, in whole or in part, of Response Data a unique identification number ("Client ID"). Additionally, if Inquiries are transmitted for multiple divisions or affiliates of such customer, Participant as Processor will assign each such division and/or affiliate a unique Client ID in the Inquiry file in all Inquiries transmitted for such customer. Participant as Processor shall not use any Client ID in any Inquiry that is made for a customer, any of its divisions or its affiliates, other than the customer, applicable division or affiliate for which such Client ID is assigned. Early Warning will define how the various Client ID fields within the Inquiry file are required to be populated during the implementation phase.
2. Participant as Processor shall transmit to its customers at all times only a processed decision such as an "accept" or "decline" decision and shall not transmit to its customers Response Data unchanged.
3. Participant as Processor shall prohibit any customer of Participant as Processor that receives a response that is comprised of or derived from, in whole or in part, Response Data, from selling, reselling, sublicensing, or otherwise transferring any part of such response to any other person or entity, unless approved in writing by Early Warning.
4. Early Warning may suspend or terminate the provision of Response Data to JPMC for the benefit of Participant as Processor upon written notice to Participant as Processor if Participant as Processor does not comply with the requirements of Sections 16.5 and 16.6 or if Early Warning is unable to verify Participant as Processor's compliance, to Early Warning's reasonable satisfaction.
5. If Participant as Processor receives notice, from any source, that (a) a customer that receives any response comprised of or derived from, in whole or in part, Response Data; (b) any individual or entity that holds a controlling interest in such customer; (c) any member of the customer's board of directors or equivalent governing body; (d) any officer or manager of such customer; or (e) any other employee that has access to Response Data or has decision-making authority on how the Service is used or marketed (each of the foregoing, a "Regulated Party"), is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Participant as Processor will immediately notify Early Warning of such investigation or other action. Early Warning, in its sole discretion, may require that Participant as Processor cease providing responses comprised in whole or in part of Response Data to that customer. Not more than five (5) days following Participant as Processor's receipt of Early Warning's notification to cease providing such responses to the customer, Participant as Processor will provide Early Warning with written certification that it (a) has ceased providing, (b) does not currently provide, and (c) will not provide in the future, responses comprised, in whole or in part, of Response Data to the customer that is subject to, or is controlled by a Regulated Party that is subject to, the investigation or action.
6. Participant as Processor will establish and maintain procedures for assessing its customers that receive any response that is comprised of or derived from, in whole or in part, Response Data. Such procedures shall meet or exceed the Minimum Requirements for Customer Vetting attached hereto as Exhibit G, which may be modified by Early Warning upon notice to Participant as Processor (the "Vetting Requirements"). In addition to any other audit rights of Early Warning described in the Agreement, Early Warning shall have the right, once per calendar year, to review Participant as Processor's vetting procedures and evidence of such customer assessments completed by Participant as Processor. In addition to the foregoing annual audit rights, Participant as Processor agrees that if Early Warning reasonably believes that Participant as Processor is not complying with the Vetting Requirements, Early Warning shall have the right to inspect Participant as Processor's records and procedures related to Participant as Processor's obligations under this Section during normal working hours, and in a manner as to minimize interference with Participant as Processor's normal business activities.
7. Participant as Processor agrees that Early Warning shall have the right to approve any of Participant as Processor's customers that receive AOA.

ACCOUNT VALIDATION SERVICE TERMS

V1.0_09_07_21

JPMorgan Chase Bank, N.A. (the "Bank") will provide the Customer with a Service (the "Account Validation Service") that enables Customer to submit inquiries ("Inquiries") as to (a) whether an account number provided by Customer is associated with an open account maintained at a U.S. financial institution ("Account Status Confirmation"), (b) whether a name provided by Customer matches the name of an account owner at a U.S. financial institution associated with such account if confirmed open ("Account Owner Confirmation"), and (c) other characteristics and information as may be made available from time to time. The provisions of the Bank's terms and conditions governing the operation of business accounts and services, as well as other applicable service terms (collectively, "Account Documentation"), are incorporated into these Service Terms by reference. The Account Validation Service, and each AVS Product (as such term is hereafter defined) shall be deemed to be a "Service" under and as defined in the Account Documentation and these Service Terms shall be deemed to be "Service Terms" under and as defined in the Account Documentation. Unless otherwise defined in these Service Terms, capitalized terms used in these Service Terms shall have the same meanings as in the Account Documentation.

1. Account Validation Service. The Account Validation Service is a Service that consists of one or more products that provide Account Status Confirmation, Account Owner Confirmation and related information, which products are provided by a variety of providers. Products (hereafter called "AVS Products") and providers ("Providers") include the following:

- (a) JPMorgan ACH Proprietary Service provided by the Bank;
- (b) Early Warning Real-time Payment Check® with or without Account Owner Authentication, provided by Early Warning Services LLC;
- (c) Early Warning Account Owner Authentication provided by Early Warning Services LLC; and
- (d) Other internal or external proprietary services specified as available by the Bank.

Each AVS Product will be governed by, and subject to, separate Schedules to these Service Terms. In the event of any conflict or inconsistency between a Schedule and these Service Terms, the Schedule will control.

2. Accessing the Account Validation Service; Inquiries.

- (a) Customer will access the Account Validation Service through a direct connection with the Bank pursuant to these Service Terms and the JPMorgan Electronic Channels Service Terms ("Channels Terms"), using one of the connectivity methods set forth in the Channels Terms. The Bank will advise Customer which connectivity method(s) is/are available for access to the Account Validation Service.
- (b) Customer will transmit Inquiries via its selected connectivity method and will include the necessary data specified by the Bank for its selected AVS Product(s) and type of response agreed upon. The Bank will advise Customer of formatting and content requirements for Customer's Inquiries. The Bank may reject or delay processing of Inquiries or Responses (as hereafter defined) if the Customer's instructions or information are not complete or otherwise do not meet the criteria the Bank specifies for acceptance; the Bank will notify Customer of any Inquiries that are not processed for this reason. Customer agrees that it will submit Inquiries only for valid business purposes; without limitation of the foregoing, Customer will not submit Inquiries for the purpose of searching for accounts.

3. Responses.

- (a) Customer will select, in consultation with the Bank, the order in which Bank should forward Customer's Inquiries to the respective Providers for response. One or more Providers may be selected. Customer will have the option to select receiving responses from all Providers or to opt for a waterfall logic to be used. When selecting waterfall logic, the Account Validation Service platform will interrogate Provider databases in a Customer selected order and proceed through all Providers, following the waterfall logic through successive data sources until one of the Providers has information to provide in response to the Inquiry or all sources are exhausted, resulting in a response of no information found. The Bank will then reformat and provide a response to Customer with the results ("Response").
- (b) It is understood and agreed that the Response provided will be from the first Provider in the waterfall that has information, or if no Providers have information, the Response will indicate that no information was found. Alternatively, Customer can elect to receive Responses from one or more Providers individually. In either case, the Response may be [normalized or] mapped in accordance with Customer instructions or pre-set criteria as described in the applicable Schedule. The Response will be coded to identify the Provider that returned the response.
- (c) Upon Customer's request, the Bank will provide a chart or product documentation that indicates how the Bank will translate the response data received from the respective Providers into the Response that is returned to Customer.

4. Restrictions on Use of the Response Data.

- (a) Customer shall not transmit Response data to any customer of Customer or any other third party, or allow any third party to access the Response, or sell, resell, sublicense or otherwise transfer any part of the Response Data to any other person or entity, except (i) for a transfer to an affiliate of Customer with a need-to-know for internal use of Customer, (ii) as may be required by applicable federal, state and local laws, and the regulations promulgated thereunder, or (iii) as may be permitted under a Schedule.
- (b) Customer acknowledges and agrees that each Response is time-sensitive and only intended to be used by Customer in connection with the specific Inquiry for which it was furnished; Customer agrees not to use it for any other purpose.
- (c) Schedules contain additional use restrictions for particular types of Responses.

5. Representations and Warranties. Customer hereby represents, warrants and covenants to the Bank that:

- (a) All Inquiries are submitted for valid business purposes; and (b) Customer's use of Responses and Response data shall at all times comply with these Service Terms and applicable Schedules. Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from Customer's breach of any warranty made under these Service Terms.



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.

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.

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

BOARD MEETING

July 27, 2022

REGULAR AGENDA ITEM 1

Receive an update from The University of Texas at Austin Dell Medical School on Central Health's financial investment and how it has contributed to Fiscal Year (FY) 2022 outcomes supporting Central Health's mission of serving indigent residents of Travis County, and an update on The University of Texas at Austin Dell Medical School's future opportunities and challenges.
(Informational Item)



AGENDA ITEM SUBMISSION FORM

This form is to provide a general overview of the agenda item in advance of posting for the Board meeting. Proposed motion language is a recommendation only and not final until the meeting and may be changed by the Board Manager making the motion. All information in this form is subject to the Public Information Act.

Agenda Item Meeting Date July 27, 2022

Who will present the agenda item? (Name, Title) Dr. George Macones and Dr. Amy Young

Receive an update from The University of Texas at Austin Dell Medical School on Central Health’s financial investment and how it has contributed to Fiscal Year (FY) 2022 outcomes supporting Central Health’s mission of serving indigent residents of Travis County, and an update on The University of Texas at Austin Dell Medical School’s future opportunities and challenges. (Informational Item)

General Item Description

Is this an informational or action item? Informational

Fiscal Impact

Recommended Motion (if needed – action item) N/A

Key takeaways about agenda item, and/or feedback sought from the Board of Managers:

Dell Medical School presenters will present on the following topics:

- How do UT/DMS expenditures of the \$35 million Central Health contribution align with the Central Health mission, and what healthcare benefits/services are provided to the population that we serve pursuant to this spending.
1) What service delivery strategies does UT/DMS have that align with helping fill gaps identified in the Central Health Healthcare Equity Strategic Plan, and how will those activities be incorporated under the \$35 million.
2) In what clinics are UTHA Faculty and Residents offering the same number of visits to MAP, Charity Care and Travis County uninsured patients as UTSW Faculty and Residents provided prior to the transition, and in which locations? What new clinics/services are UT/DMS Faculty and Residents providing to this population? What is the applicable UT Austin charity care policy, and how does it apply to Travis County residents with incomes at or below 200% FPIL.
3)

What backup will be provided, or will this be a verbal update? (Backup is due one week before the meeting.) Powerpoint

Estimated time needed for presentation & questions? 45-60 minutes



Is closed session recommended? (Consult with attorneys.)

No

Form Prepared By/Date Submitted:

Briana Yanes, June 8, 2022

Overview: Dell Medical School Presentation to the Central Health Board June 15, 2022

- A vision for better health: Broad scope of work
- Partnerships
- Affiliation agreement
- Milestone timeline
- What community investment makes possible:
- Overview of work spanning the school's four pillars (education, care, research and healthscape)
- Education-focused stats (UME, GME and CME)
- Research-focused stats
- Budget: FY 22 actuals & FY 23 budgeted (aligned with budget line items from past years)
- Examples of impact
 - Attracting top doctors & training specialists
 - Dell Med faculty relocating to Austin
 - Students & residents staying in Austin & Texas
 - Connection of faculty specialties to gaps/needs identified in the Central Health Equity-Focused Service Delivery Strategic Plan
 - Coordinating and expanding safety-net care
 - Growth and expansion of residency programs
 - Benefiting all Travis County Residents
 - Care provided by residents in community clinics (e.g. data from CommUnityCare, Ascension Seton and VA) with connection to gaps/needs identified in the Central Health Equity-Focused Service Delivery Strategic Plan
 - Care provided by Dell Med paid faculty working in community clinics with connection to gaps/needs identified in the Central Health Equity-Focused Service Delivery Strategic Plan
 - Care provided at UT Health Austin clinics
 - Improving health beyond clinics & hospitals
 - Community health worker programs
 - Cancer prevention & control focused on CUC patients
 - Mental health programs
 - Health equity initiatives
 - Collaboratively addressing gaps in the integrated delivery system
 - Timeline of key milestones
 - Broad COVID-focused work & outcomes
 - Musculoskeletal Care
 - Women's Health Care Redesign
 - Gastroenterology (GI)
- Future clinical and collaborative opportunities

JULY 2022



The University of Texas at Austin
Dell Medical School

PROGRESS & IMPACT

ALIGNED WITH THE UT AUSTIN / CENTRAL HEALTH AFFILIATION AGREEMENT



A VISION FOR BETTER HEALTH FOR ALL

Austin American-Statesman
SERVING OUR COMMUNITY SINCE 1871

LOCAL

Travis County voters approve health care property tax increase

Mary Ann Roser
Published 11:01 p.m. CT

[View Comments](#)

HealthAffairs

LEADING TO HEALTH HEALTH PROFESSIONS EDUCATION

[HEALTH AFFAIRS > VOL. 37, NO. 11](#): PATIENT SAFETY

LEADING TO HEALTH

A Medical School For The Community

[Jessica Bylander](#)

[AFFILIATIONS](#) ▾

FAST COMPANY

10-01-15 | MOST CREATIVE PEOPLE

Reinventing Medical School

The new med school at the University of Texas takes a totally new approach to training doctors—and could turn health care upside down.



 **Alcalde**
THE OFFICIAL PUBLICATION OF THE TEXAS EXES

How Dell Med School Hopes to Transform Health Care

BY [ANDREW ROUSH](#) IN [FEATURES](#), SEPT | OCT 2017, SPECIAL ON SEPTEMBER 1, 2017 AT 9:24 AM | 1



PROGRESS BUILT ON PARTNERSHIP



THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

VA



U.S. Department
of Veterans Affairs

... & MANY MORE



AFFILIATION AGREEMENT



CENTRAL HEALTH



Community
Care
Collaborative

A Central Health and Seton partnership



TEXAS

The University of Texas at Austin

July 2014

signed

25 years

term



AFFILIATION AGREEMENT

An **essential aspect** of Central Health's vision is **the organization, construction and operation of a medical school by UT Austin.**

UT System funding of \$25 million per year for Dell Med plus \$5 million per year for faculty recruitment, and **local community support a total of \$35 million per year** for the direct support of the UT Austin Dell Medical School.





AFFILIATION AGREEMENT

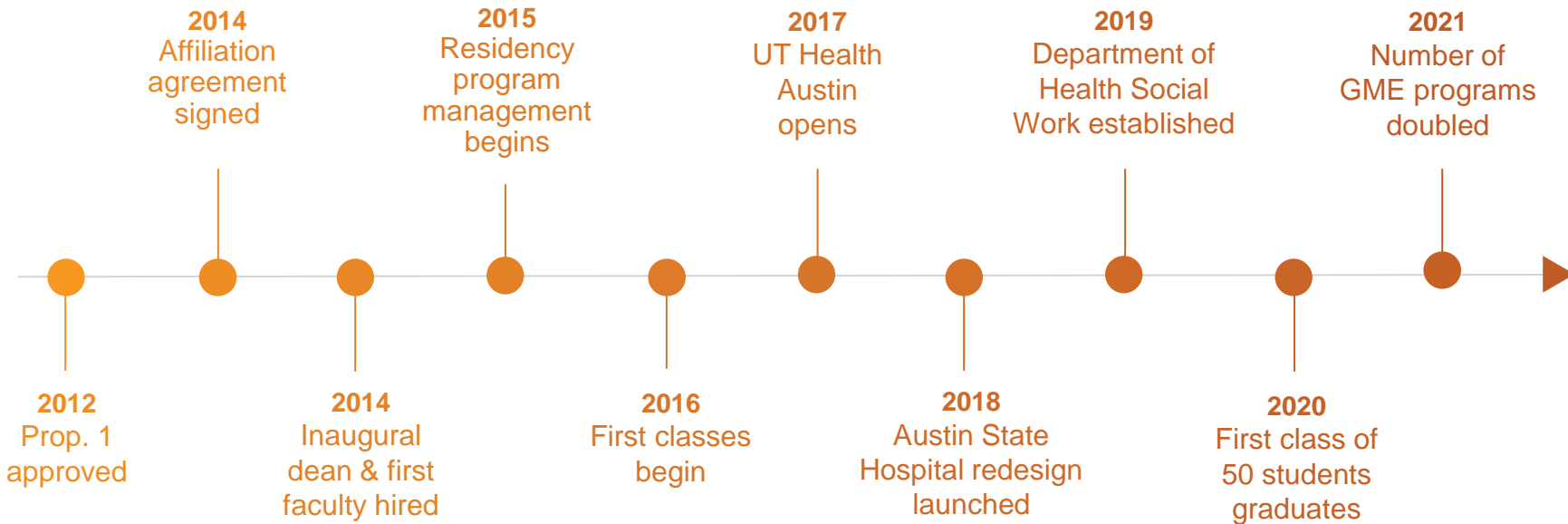
Permitted investments include the provision of direct operating support to UT Austin that will be used by UT Austin in its discretion to facilitate and enhance:

- **Development, accreditation and on-going operation** of the UT Austin Dell Medical School and its administrative infrastructure;
- **Recruitment, retention and work** of the UT Austin Dell Medical School faculty, residents, medical students, researchers, administrators, staff and other clinicians; and
- Other **related activities and functions** as described in the agreement.





OUR PROGRESS AS PARTNERS





WHAT COMMUNITY INVESTMENT MAKES POSSIBLE

EXPERTS & INFRASTRUCTURE

13 Academic Departments

12 Centers & Institutes

306 Regular Faculty Employed by Dell Med

825 Staff

WORK & IMPACT ACROSS FOUR PILLARS



Education



Research



Clinical Care



Healthscape

Health beyond clinics and hospitals



WHAT COMMUNITY INVESTMENT MAKES POSSIBLE: EDUCATION



UNDERGRADUATE MEDICAL EDUCATION (UME)

~200 mission-focused students

94% Texas residents
(≥90% required by state law)

23% identify with a **race or ethnicity underrepresented in medicine** (U.S. med schools' avg: 20%)

61% women (U.S. avg: 53.6%)

Academic year 2021-2022



GRADUATE MEDICAL EDUCATION (GME)

401 physicians in training

21% of residents identify with a **race or ethnicity underrepresented in medicine**
(U.S. residency program avg: 13.8%)

54% women
(U.S. avg: 46%)

103

Academic year 2022-2023



CONTINUING MEDICAL EDUCATION (CME)

Education and support for all community physicians:

638 CME-accredited activities
31,629 participants
(2021)

Includes

35 COVID-focused town halls hosted in collaboration with the Travis County Medical Society (2020-2022)



WHAT COMMUNITY INVESTMENT MAKES POSSIBLE: RESEARCH

\$89 million
in research funding

110
investigators

252
research projects



ADVANCING HEALTH EQUITY

Research includes street medicine and the use of technology to improve care for people experiencing homelessness.



PREVENTING DRUG OVERDOSES STATEWIDE

The Project Connect digital reporting and surveillance system is improving overdose reporting, tracking and prevention across Texas.



UNDERSTANDING COVID-19

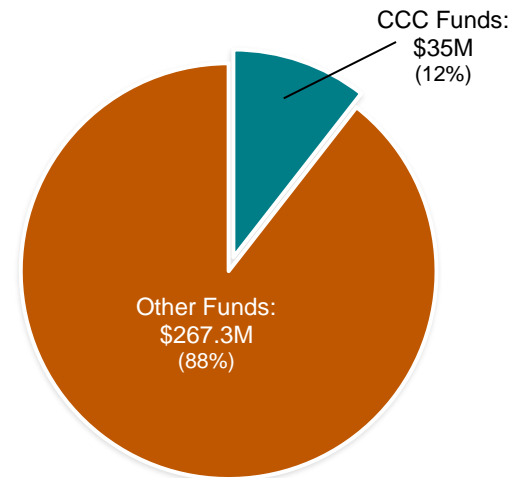
Studying the role of the immune system with implications for patients with COVID-19 and long COVID, as well as other diseases.



BUDGET OVERVIEW

	FY22 Planned Permitted Investment Allocation (Projected)	FY23 Planned Permitted Investment Allocation (Budgeted)
Women's Health	\$3,070,000	\$2,800,000
Surgery	\$3,720,000	\$3,800,000
Internal Medicine	\$4,330,000	\$4,200,000
Livestrong Cancer Institutes	-	-
Neurology	-	-
Psychiatry	-	-
Population Health	\$1,180,000	\$1,200,000
Pediatrics	\$2,050,000	\$1,500,000
Diagnostic Medicine	-	-
Neurosurgery	-	-
Ophthalmology	-	-
Clinical Practice Operations	\$6,300,000	\$5,400,000
Medical Education	\$2,530,000	\$2,000,000
Health Ecosystem	\$580,000	\$500,000
Health Equity	\$540,000	\$500,000
Value Institute	\$230,000	\$200,000
Design Institute	\$220,000	-
Overhead Allocation*	\$13,490,000	\$12,900,000
Total	\$38,240,000	\$35,000,000

Total FY23 budgeted expenditures: **\$302.3M**



Dell Med leverages separate philanthropic support for **Oncology, Neurology, Psychiatry, Neurosurgery, and Ophthalmology.**

*Overhead allocation supports salaries and operating costs in departments such as IT, business support, communications, utilities, etc.



EXAMPLES OF IMPACT



**Attracting Top Doctors
& Training Specialists**



**Coordinating & Expanding
Safety Net Care**



**Benefiting All Travis
County Residents**



**Improving Health Beyond
Clinics & Hospitals**

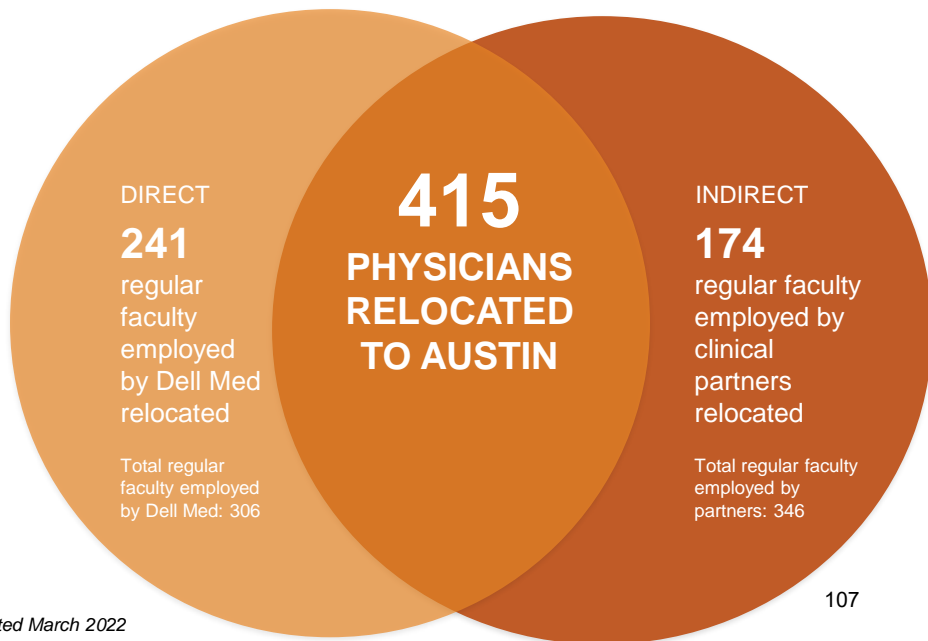


**Collaboratively Addressing Gaps
in the Integrated Delivery System**



ATTRACTING TOP DOCTORS & TRAINING SPECIALISTS

Dell Med is directly or indirectly connected to attracting **415 new doctors** — representing **64% of all regular faculty** — to Austin since 2014.



Updated March 2022

107

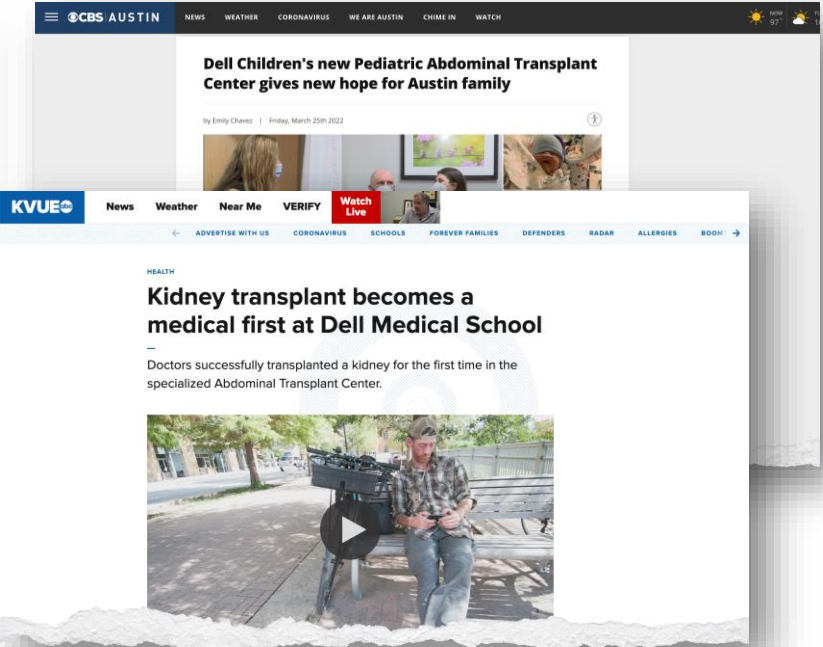
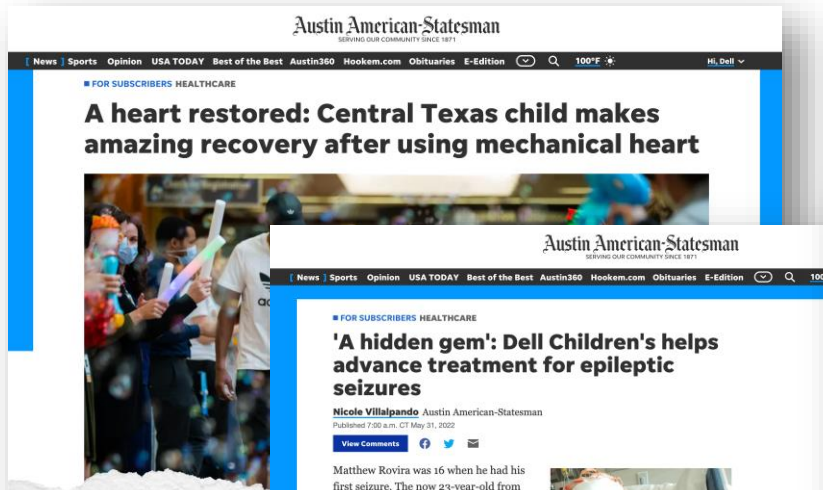
Of 306 regular faculty employed by Dell Med,

42% specialize in areas of need

identified in Central Health's Equity-Focused Service Delivery Strategic Plan:

- Cardiology
- Ear, Nose and Throat
- Gastroenterology
- Gynecologic Surgery
- Hematologic Oncology
- Nephrology
- Neurology
- Ophthalmology
- Orthopaedic Surgery
- Primary Care
- Psychiatry

ATTRACTING TOP DOCTORS & TRAINING SPECIALISTS



ATTRACTING TOP DOCTORS & TRAINING SPECIALISTS



UNDERGRADUATE MEDICAL EDUCATION (UME)

143 medical school graduates

(2020-2022)

41% staying in Texas for residency

(59 of 143 graduates since 2020)

Nearly **1 in 4** staying in Austin

(31 graduates since 2020)



GRADUATE MEDICAL EDUCATION (GME)

567 residency graduates

(since 2015; excluding 2022 data)

69% now practicing in Texas

(261 of 376* immediately entering practice)

43% now practicing in Central Texas

(161 of 376* immediately entering practice)

U.S. GME Data 2011-2020

Nationally, **57%** of individuals who complete residency training practice in the state of their training.

Source: AAMC

**Excludes 191 resident graduates pursuing advanced training*

COORDINATING & EXPANDING SAFETY NET CARE: GROWING RESIDENCY PROGRAMS

Residents and fellows provide

730K+ hours of care to patients at **80+** hospitals and community clinics
(2022)

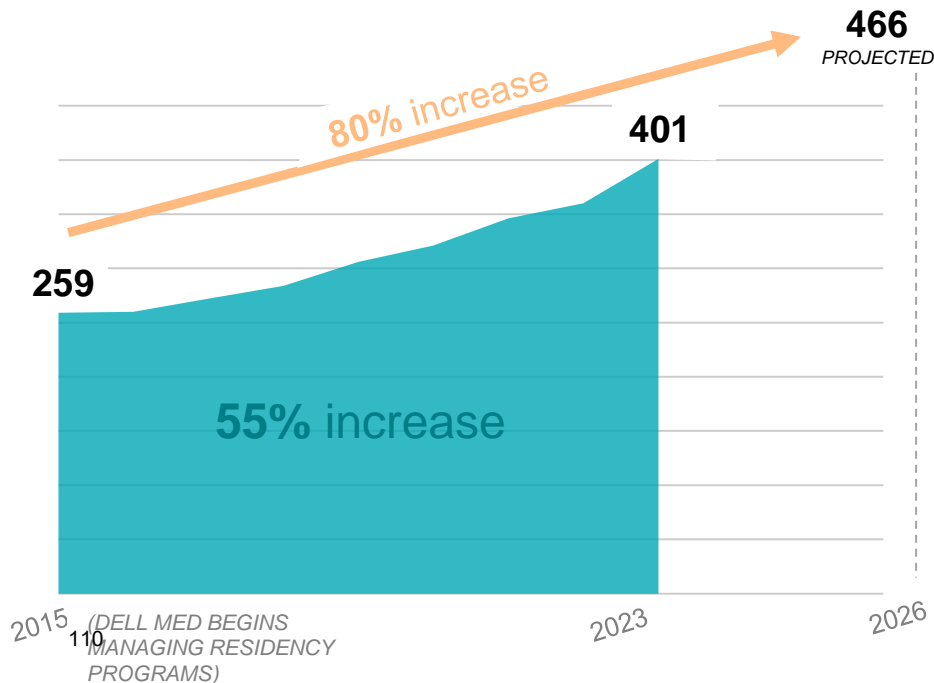
Includes

500K+ hours of care for patients at Dell Seton Medical Center, Dell Children's, Ascension Seton Shoal Creek and CommUnityCare

In collaboration with Ascension Seton, Dell Med has **more than doubled** the number of residency and fellowship programs to 46 in the last two years.

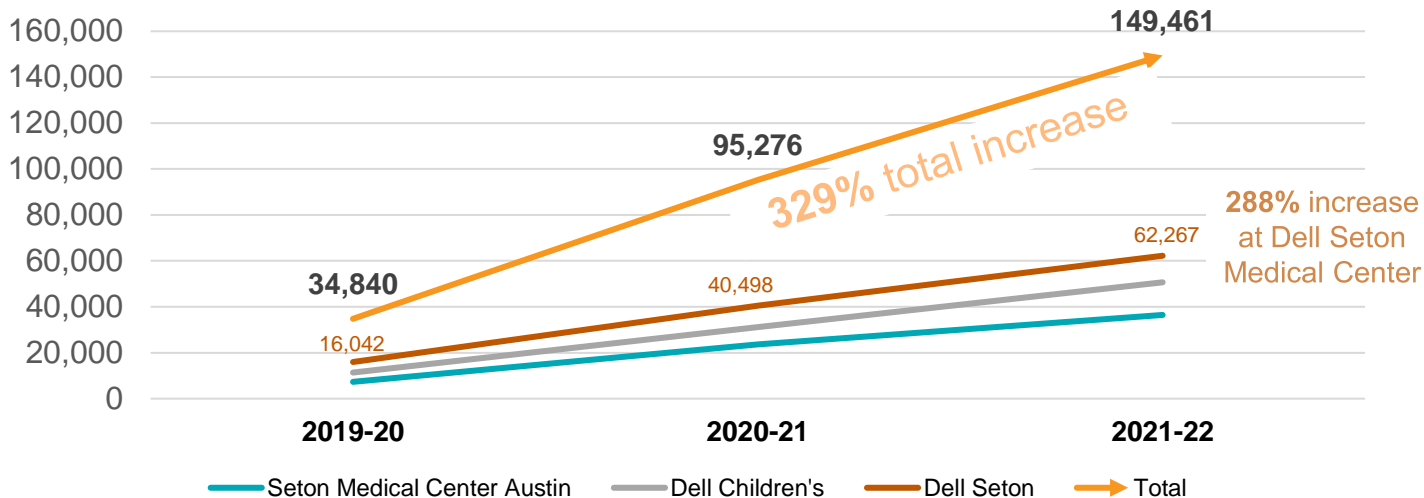
New programs include areas of need identified in Central Health's Equity-Focused Strategic Plan, such as **Ophthalmology, Neurology, Gastroenterology** and **Addiction Psychiatry**.

Residency & Fellowship Growth



BENEFITING ALL TRAVIS COUNTY RESIDENTS: CARE PROVIDED BY DELL MED RESIDENT PHYSICIANS

Patient Visits by Resident Physicians
at Ascension Seton Hospitals





BENEFITING ALL TRAVIS COUNTY RESIDENTS: CARE PROVIDED BY DELL MED RESIDENT PHYSICIANS

In addition to Ascension Seton hospitals, Dell Med residents and fellows provide care in clinics across the community, including:

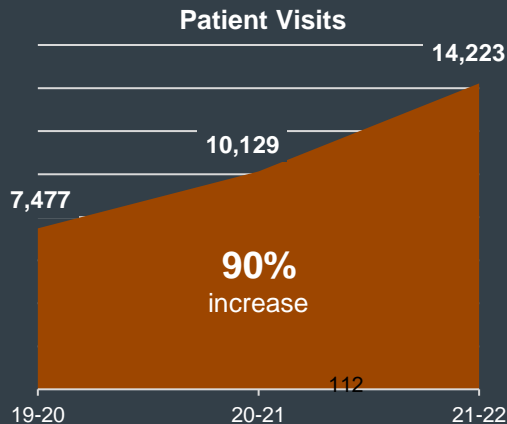
Veterans Affairs Clinics – Austin VA (Academic Years 2019-2022)



11K+
unique patients



31K+
patient visits



CommUnityCare Health Centers (Annualized Data, 2021)



12K+
unique patients



20K+
patient visits

BENEFITING ALL TRAVIS COUNTY RESIDENTS: CARE PROVIDED BY DELL MED FACULTY

Of 306 regular faculty employed by Dell Med, **200 (65%)** work full- or part-time **in the community** with a range of clinical partners, including:



Regular faculty provide

280K+ hours of care

in the community each year, including for patients with low income (does not include UT Health Austin clinics).

Faculty-provided specialty care includes areas of need identified in Central Health's Equity-Focused Service Delivery Strategic Plan, including **primary care, cardiology, gastroenterology, neurology** and **psychiatry**.



BENEFITING ALL TRAVIS COUNTY RESIDENTS: CARE PROVIDED AT UT HEALTH AUSTIN



The UT Health Austin clinical practice, primarily operating from Dell Med's Health Transformation Building, includes **60+ primary care, walk-in and specialty clinics**, with adult and pediatric programs in partnership with Ascension Seton and Dell Children's Medical Center.

In the last year:



24K+
unique patients



80K+
patient visits

About 1 in 3

patient visits (25,162, or 31%, of 80,077) were funded by MAP, Medicaid or Medicare

590

surgeries performed at the Ambulatory Surgery Center (Opened in 2021)



IMPROVING HEALTH BEYOND CLINICS & HOSPITALS



COMMUNITY HEALTH WORKERS

- Focus on improving access and reducing inequities
- Examples include care transitions and outreach to those experiencing homelessness
- Partners include Dell Seton Medical Center, Lone Star Circle of Care, Go Austin/Vamos Austin, CommUnityCare and Integral Care



CANCER PREVENTION & CONTROL

In partnership with CommUnityCare:

Colorectal Cancer

- 48,000+ colorectal cancer test kits mailed to patients resulting in 400+ colonoscopies (since 2017)
- Collaboratively doubled screening rate for CUC patients to 40%

Lung & Alcohol Related Cancers

- 4,500 patients screened

IMPROVING HEALTH BEYOND CLINICS & HOSPITALS



MENTAL HEALTH

- Austin State Hospital redesign in collaboration with Texas Health and Human Services Commission (opening 2023)
- Planning for the Travis County Forensic Mental Health Project (intersection of criminal justice system & mental health)
- First-of-its-kind Department of Health Social Work
- Center for Youth Mental Health



HEALTH EQUITY

- Data collection partnership focused on race, ethnicity and language
- Research addressing asthma disparities in children
- Community-Driven Initiatives program supports health-focused initiatives led by community organizations
- Evaluation partner for projects related to food access in Eastern Travis County

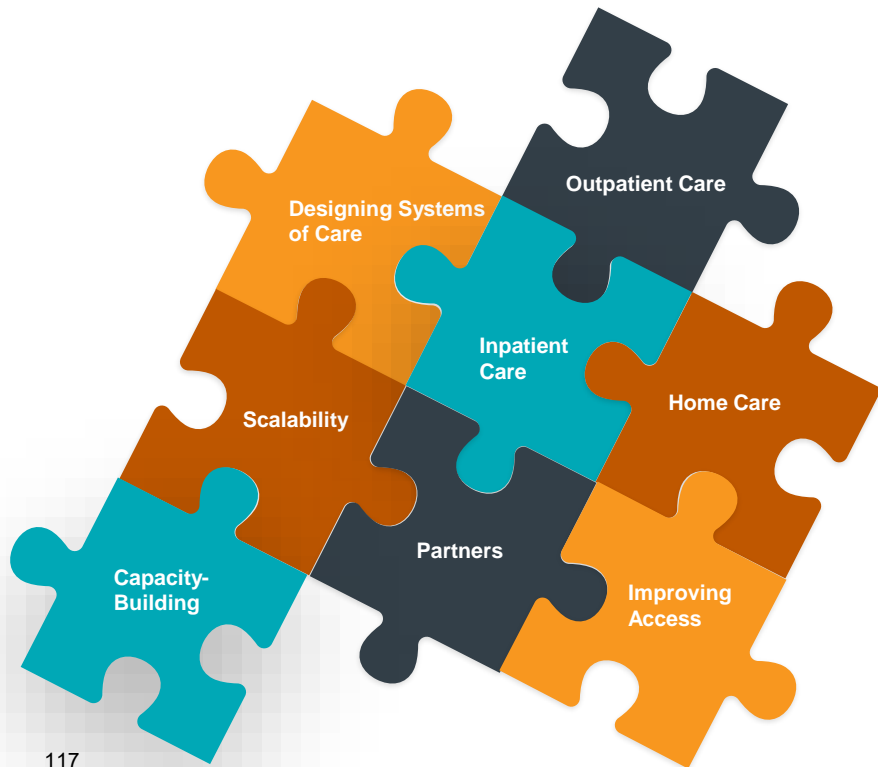


COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM

Together, we are working toward a **comprehensive system of care** that patients and families experience as seamless.

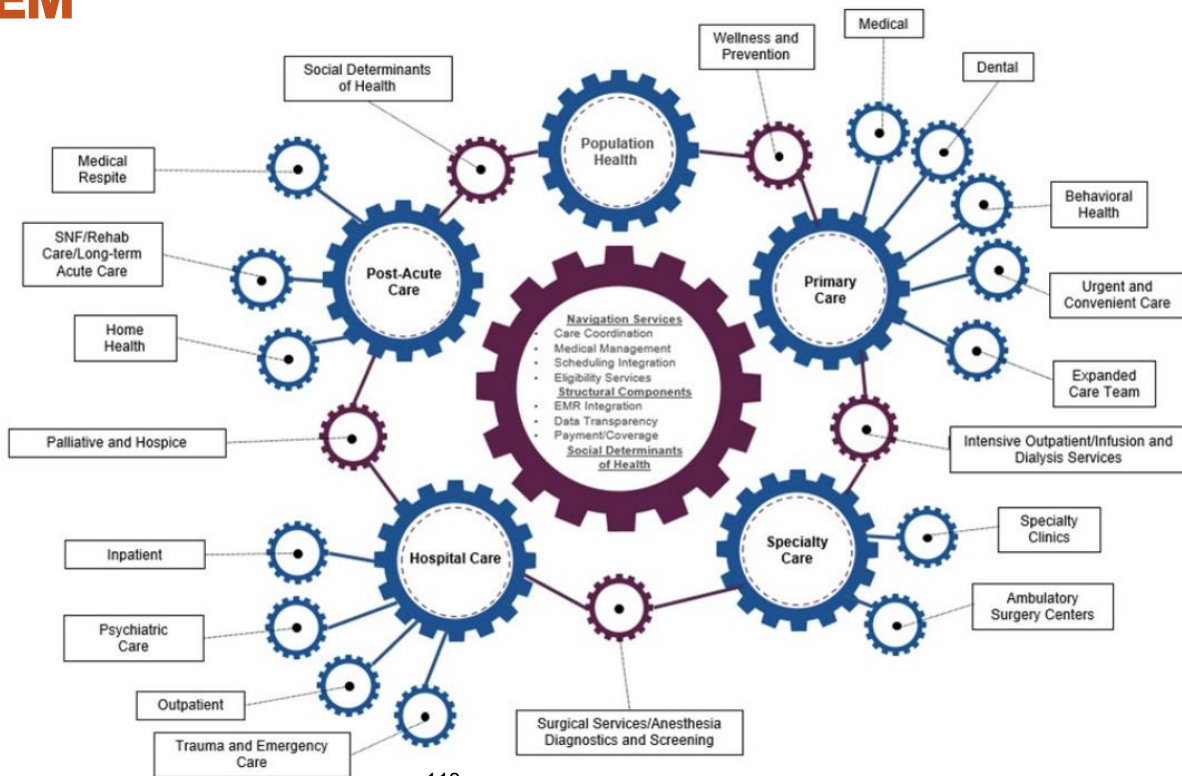
Examples of success include:

- **COVID-19 response**
- **Musculoskeletal Institute**
- **Women's Health Institute**
- **Gastroenterology (GI) clinic**

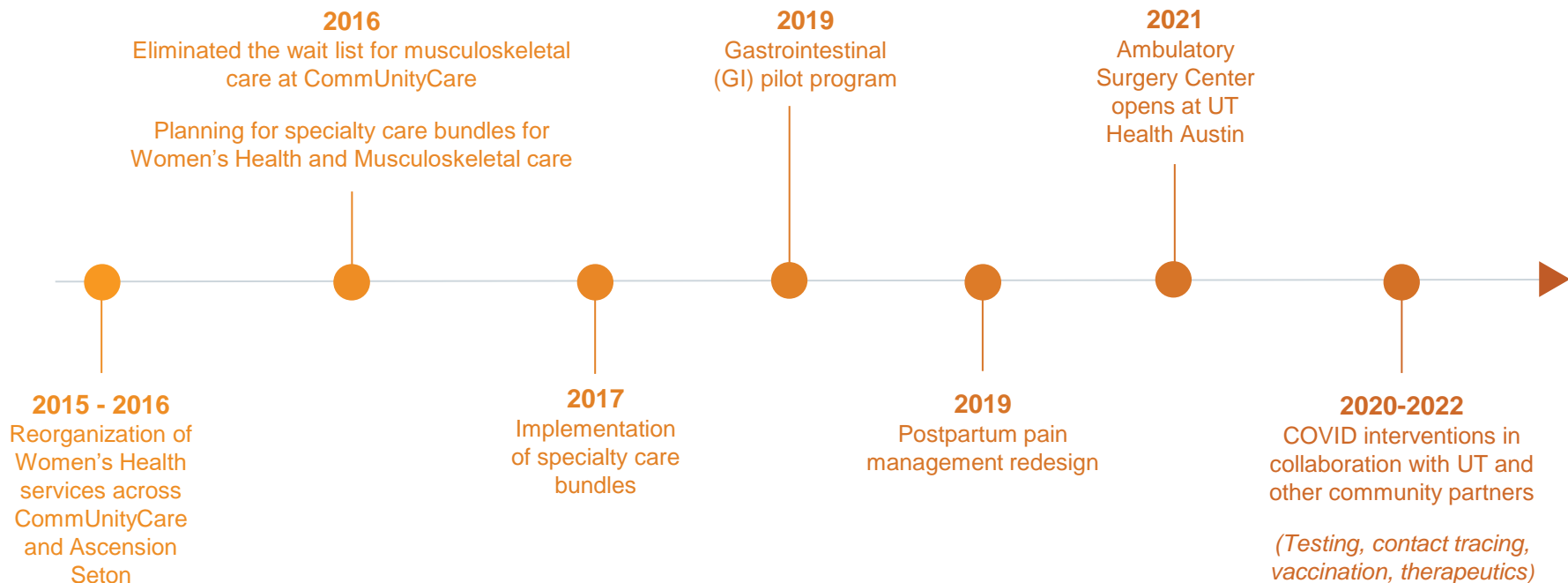


COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM

Components of a High Functioning Health Care Delivery System
(from the Central Health Equity-Focused Service Delivery Strategic Plan, pg. 17)



COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: KEY MILESTONES





COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: COVID-19

Modern Healthcare

Home > Hospitals

July 06, 2021 05:00 AM

A unique partnership helped Austin outperform the rest of Texas on COVID-19

MA

PNAS

COMMENTARY | BIOPHYSICS AND COMPUTATIONAL BIOLOGY | OPEN ACCESS



Collaborative modeling key to improving outbreak response

Nicholas G. Reich and Ewan L. Ray [Authors Info & Affiliations](#)

March 23, 2022 | 119(14)e2200703119 | <https://doi.org/10.1073/pnas.2200703119>

[VIEW RELATED CONTENT](#)

shm. THE HOSPITAL LEADER
Official Blog of SHM

Lessons from the Pandemic: Building COVID-19 Centers of Excellence

By Kirsten Nieto, MD, Read G. Pierce, MD, Christopher Mariates, MD, SFHM, Elizabeth Schulwolf, MD | October 13, 2020 | 2



This article is part of a series in The Hospital Leader written by members of the Division of Hospital Medicine at Dell Medical School at The University of Texas in Austin, exploring lessons learned from the coronavirus pandemic and

KUT 90.5

Austin's NPR Station

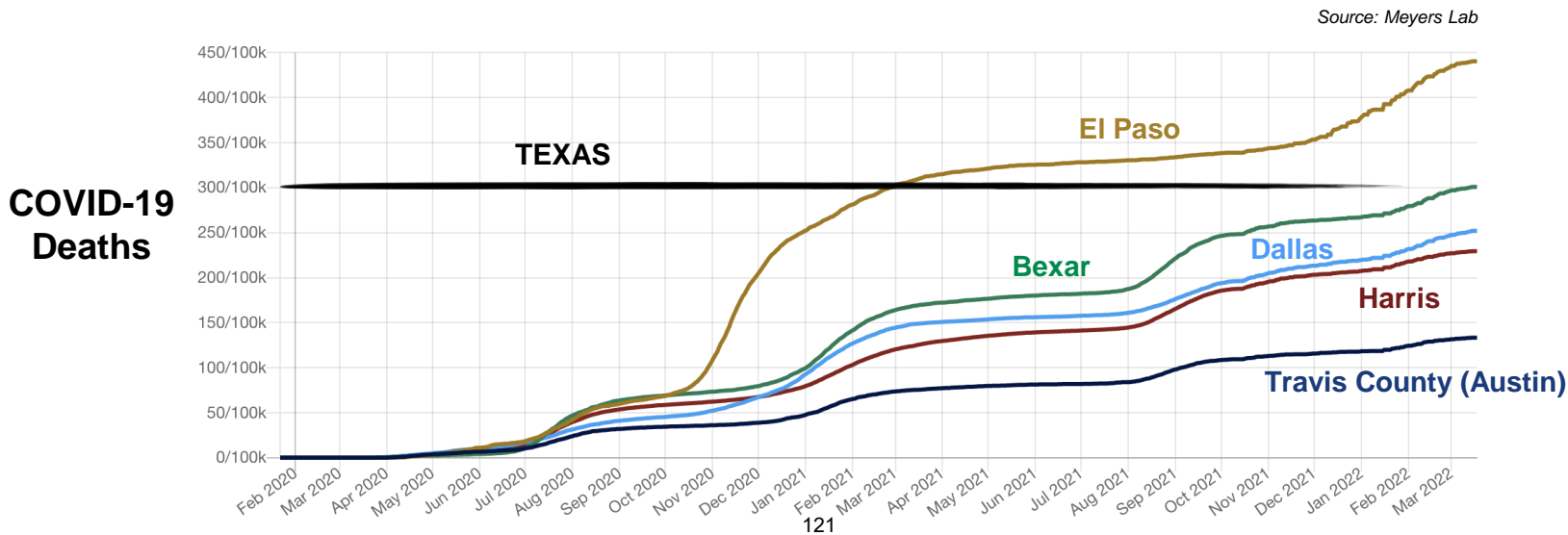
COVID-19

A Dell Medical School Program Is Trying To Help People Dealing With Long-Term Side Effects Of COVID-19

120

COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: COVID-19

Travis County's comprehensive COVID-19 response included Austin Public Health, elected officials, hospital systems, UT Austin/Dell Medical School and other partners.





COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: MUSCULOSKELETAL INSTITUTE

In the last year:



6,034
unique patients



13,537
patient visits

42% of unique patients
(2,540 of 6,034) **funded by
MAP, Medicaid or Medicare**

(Since launch in 2017, care has been provided to **15,934 unique patients** during **43,663 patient visits**.)





COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: MUSCULOSKELETAL INSTITUTE

In collaboration with Ascension Seton, CommUnityCare, the Community Care Collaborative and community physicians, a pilot project **eliminated a year-long waiting list**. Now, new patients are seen within **one week**.

2016 Pilot Program

- 1,400 MAP patients on waiting list of up to a year (eliminated wait list in ~7 months)

Impact

Wait times for care now
~1 week



COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: MUSCULOSKELETAL INSTITUTE (MSK)

NEJM Catalyst | Innovations in Care Delivery

CASE STUDY | ARTICLE PREVIEW

Specialty Care for the Underserved

The opening of a new medical school provided impetus to restructure musculoskeletal services to give the safety-net

NIH National Library of Medicine
National Center for Biotechnology Information

> Healthc (Amst). 2019 Jun;7(2):16–20. doi: 10.1016/j.hjdsi.2018.10.001. Epub 2018 Oct 31.

Impact of an integrated practice unit on the value of musculoskeletal care for uninsured and underinsured patients

Devin V Williams ¹, Tiffany C Liu ², Michael G Zywiol ³, Miranda K Hoff ⁴, Lorraine Ward ⁵, Kevin J Bozic ⁶, Karl M Koenig ⁷

UT NEWS

HEALTH & WELLNESS

© Sep 16, 2016

Access to Specialty Care Grows for Low-Income and Uninsured Patients through Pilot Project

A pilot project has increased access to specialty care among low-income and uninsured Travis County patients and trimmed a waiting list of referrals for musculoskeletal care.

Austin American-Statesman
SERVING OUR COMMUNITY SINCE 1871

Bass family gift \$2.26 million to fund Dell Medical School study of UT Health Austin care model

Nicole Villalpando Austin American-Statesman
Published 6:00 a.m. CT May 5, 2021



COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: WOMEN'S HEALTH INSTITUTE

In the last year:



4,258
unique patients



10,192
patient visits

26% of unique patients
(1,105 of 4,258) funded by
MAP, Medicaid or Medicare

(Since launch in 2017, care has been
provided to **9,429 unique patients** during
32,816 patient visits.)



COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: WOMEN'S HEALTH INSTITUTE

OBSTETRICS & GYNECOLOGY

CONTENTS: OBSTETRICS: ORIGINAL RESEARCH

Decreasing Opioid Use Postpartum A Quality Improvement Initiative

Rogers, Rebecca G. MD; Nix, Michael MD; Chipman, Zachary MD; Breen, Michael MD; Dieterichs, Chad MD; Nutt, Stephanie MA, MPA; Moxham, Jamie MSPH; Chang, Patrick MS,

The University of Texas at Austin
Dell Medical School

NEWS

Amid National Health Crisis, Pain Plan Reduces Opioid Use for New Moms

OCT. 10, 2019

AUSTIN, Texas — A newly standardized pain treatment plan reduced mothers' opioid use before and after childbirth, according to a study published in the latest issue of the journal *Obstetrics & Gynecology*.

NEJM
Catalyst

Innovations in Care Delivery

CASE STUDY | ARTICLE PREVIEW

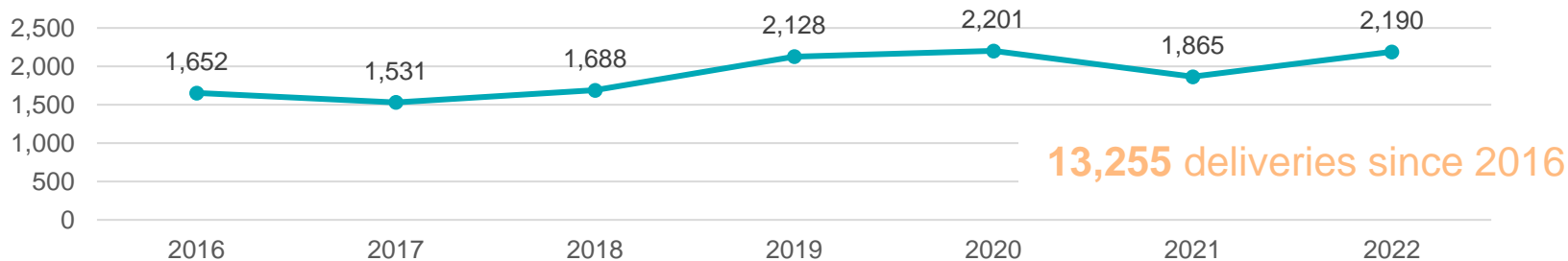
An Innovative Approach to Treating Complex Gynecologic Conditions

How the Women's Health Institute at The University of Texas at Austin designed their clinic to provide comprehensive, team-based, and patient-centered care for women.

COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: WOMEN'S HEALTH CARE REDESIGN

Reducing Opioid Use: With standardized pain treatment for pregnant and postpartum women, a **26% decrease** in chance of post-partum opioid use (2019 published data).

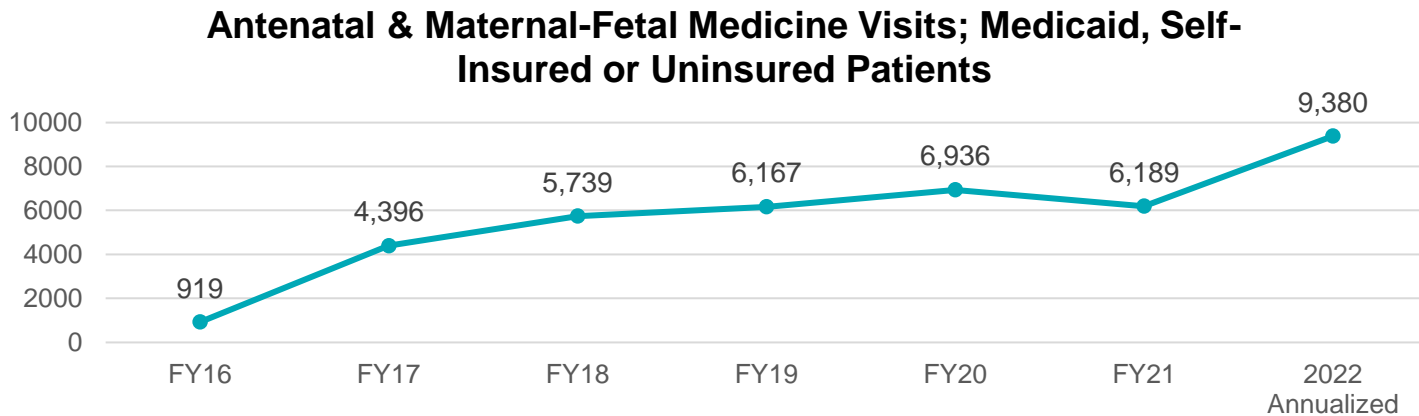
Deliveries, Medicaid & Uninsured Patients



Attending Physician: Ascension Medical Group/UT
Health Austin Obstetrician or Maternal-Fetal Medicine
(MFM) group

COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: WOMEN'S HEALTH CARE REDESIGN

Redesigning the system of women's health care in Travis County resulted in a **ten-fold increase** in antenatal and maternal-fetal medicine visits from 2016-2022 for those who need them most.



COLLABORATIVELY ADDRESSING GAPS IN THE INTEGRATED DELIVERY SYSTEM: GASTROENTEROLOGY (GI CARE)

In collaboration with the CommUnityCare team, GI specialists are improving access to care: A pilot project **cut wait times** from 6 months to **less than 2 weeks** for CUC patients with GI and liver conditions/diseases (among the most common specialty referrals).

Example of a successful pilot program (2019):

- Team-based model launched at **2 CommUnityCare clinics**
- Cleared backlog of **1,300 patients** on 6-month wait list
- E-consults with **~3,800 new patients**
- Avoided clinic visits for **72% of patients** (easier for patients and avoids co-pays)
- **Decreased** unnecessary testing and procedures
- Clinic wait times cut to **less than 2 weeks**
- Consult waits for new referrals cut **to 1 day** (~11 new referrals daily)



IN PARTNERSHIP

Working with Central Health partners to plan for **specialty care and services** at the new Rosewood-Zaragosa Health Center.



FUTURE CLINICAL OPPORTUNITIES

Additional service opportunities
through enduring strategies.

Two master service contracts:

PROFESSIONAL AND FACILITY SERVICES

- PASC (Post-COVID Clinic)
- Advanced imaging
- Tubal ligation (bundle)
- Ophthalmology
- Podiatry surgical services

PROFESSIONAL SERVICES RELATIONSHIP

- Mimics CUC contract
- MSA structure allows providers to be added as services needed
- Subspecialty care integration
- Improved access



Photo credits include UT Health Austin



FUTURE COLLABORATIVE OPPORTUNITIES

- Alignment and collaboration on **identified strategic priorities**
- Address prioritized **public health issues**
- Continued **support for communities disproportionately affected by COVID-19**
- **Health equity**
- Scale successful **clinical programs**
- Increase agility and provide **more specialized care** more efficiently by **developing contracting**, such as:
 - Master contract agreement for specialty care
 - Professional service agreements for Central Health care expansion
 - Amending CCC agreement for expanded infectious disease coverage



2021 Presentations

JUNE 2021



The University of Texas at Austin
Dell Medical School

DELL MED'S SUPPORT FOR CENTRAL HEALTH'S MISSION

**CLAY JOHNSTON, MD, PHD
DEAN, DELL MEDICAL SCHOOL
VP FOR MEDICAL AFFAIRS, UT AUSTIN**



RESPONDING TO THE PANDEMIC

UT Austin Response: COVID-19 Testing, Contact Tracing & Vaccinations

- Collaborative effort across UT Austin; administered 140,000+ doses of COVID-19 vaccine
- 50+ local non-profits supported and 2,500+ local health care workers vaccinated

Supporting People Experiencing Homelessness

- Collaboration with CommUnityCare, Austin Public Health, ECHO, ARCH, etc.
- Testing, contact tracing and vaccinations for more than 1,000 individuals (80% vaccine return rate)

Addressing Pressing Needs Among Vulnerable Groups

- Good Apple, run by Dell Med students, provided fresh food to 27,000+ low-income seniors and others experiencing food insecurity
- Bi-lingual hospitalist team at Dell Seton provided specialized care, needs assessments, etc.

RESPONDING TO THE PANDEMIC

COVID-19 Center of Excellence at Dell Seton Medical Center

- Collaborative effort between Ascension Seton clinical teams and Dell Med faculty
- Lower mortality rates for patients with social and medical complexities, and for patients hospitalized with severe COVID-19
- At least 75 more people survived than would have been expected based on national averages
- Sharing learnings with a national audience



Photo courtesy of Dell Seton Medical Center



DELIVERING BETTER CARE WITH OUR PARTNERS

Providing Safety-Net Care

- In collaboration with Ascension Seton, 346 residents provided 700,000+ hours of care at 75+ clinics and hospitals over the last year (including 500,000+ hours of care at Dell Seton, Dell Children's, Ascension Seton Shoal Creek and CommUnityCare).
- Adding 21 new residency programs in 2021 for a total of 44 programs.

Expanding Pediatric Specialty Care

- The Center for Pediatric & Congenital Heart Disease – a clinical partnership between UT Health Austin and Dell Children's Medical Center – performed the first heart transplant at Dell Children's.
- The UT Health Austin Pediatric Neurosciences at Dell Children's now includes a Spanish-language pediatric epilepsy clinic staffed by a bilingual, multidisciplinary team.

Supporting Mobile, Medical & Mental Health Care (M3 Team)

- A \$2 million gift supports work by Dell Med, Community Care and Integral Care to develop long-term, sustainable approaches to caring for those without homes.

DELIVERING BETTER CARE WITH OUR PARTNERS

New Models of Care for MAP Patients

- Recruited gastrointestinal (GI) and hepatology clinical faculty
- Collaboratively developed new models of care with CommUnityCare team
- Integrated specialty “e-consults” into GI appointments for 2,630+ patients
- 70% of GI patients didn’t need a second appointment and emergency department usage and hospitalization dropped significantly
- Benefits for patients, providers and the health system





SUPPORTING BETTER CARE WITH OUR COMMUNITY

Leveraging Community Health Workers

- A new Community Health Worker program connects patients to primary care medical homes, follow-up appointments, care coordination, discharge planning, health education, and more.
- Partners include Dell Seton Medical Center, Lone Star Circle of Care, CommUnityCare, etc.

Improving Women's Health

- Serve as a convener of the Central Texas Addressing Cancer Together Coalition (CTX-ACT), a collaboration of 20+ groups including Central Health and CommUnityCare.
- Supported Lone Star Circle of Care in the relaunch of the Big Pink Bus to provide cancer prevention services for 2,700+ uninsured women in Central Texas each year.

Focusing on Health Beyond the Clinic

- Factor Health's "Sunshine Calls" program with Meals on Wheels supported 240 seniors with a daily phone check-in that significantly improved depression, anxiety and loneliness.
- Based on results, program is expanding to support the larger Meals on Wheels community.

SUPPORTING BETTER CARE WITH OUR COMMUNITY

Cancer Prevention & Control Programs

- Working closely with CommUnityCare team to expand comprehensive cancer prevention efforts.
- Screened 9,000 CUC patients for colorectal cancer through mailed, at-home screening kits (early results saw doubling of percentage of patients being screened).
- Additional efforts include smoking cessation programs to prevent lung cancer, and reducing unhealthy alcohol use, one of the top five risk factors for cancer.
- Efforts supported by \$7.3 million in CPRIT grants.





Domain	FY22 Allocation		FY21	
	Planned CCC Funding Allocation	Estimated Minimum Expenditure	% CCC Allocation towards Est. Minimum Expenditure	% CCC Allocation towards Est. Minimum Expenditure
Women's Health	2.40	16.42	15%	30%
Surgery	3.70	13.61	27%	37%
Internal Medicine	3.80	26.89	14%	17%
Livestrong Cancer Institutes	-	7.34	0%	0%
Neurology	-	19.66	0%	0%
Psychiatry	-	23.72	0%	0%
Population Health	1.10	9.17	12%	14%
Pediatrics	1.90	11.28	17%	41%
Diagnostic Medicine	-	2.11	0%	0%
Neurosurgery	-	9.89	0%	0%
Ophthalmology	-	1.76	0%	0%
Clinical Practice Operations	5.30	29.65	18%	28%
Medical Education	2.50	13.62	18%	23%
Health Ecosystem	0.50	3.62	14%	31%
Health Equity	0.50	1.98	25%	25%
Value Institute	0.20	4.68	4%	5%
Design Institute	0.20	4.86	4%	5%
Overhead Allocation*	12.90	60.85	21%	20%
Total	35.00	261.11		

LOOKING AHEAD – FY22 BUDGET

- No CCC dollars used to support Departments of Oncology, Neurology, Psychiatry, Diagnostic Medicine, Neurosurgery or Ophthalmology
- Significant federal, state, local and philanthropic support makes that, and other work, possible



FUTURE OPPORTUNITIES

- Scaling successful clinical programs
- More Dell Med clinicians in safety-net environments
- Addressing prioritized public health issues
- Continued COVID-19 support for communities disproportionately affected
- Addressing inequity
- Leveraging community support to maximize multiplicative investments



FUTURE CHALLENGES

- Taking responsibility for health rather than sickness care for a definable population
 - More active management of risk factors and conditions
 - Setting up payment mechanisms focused on health outcomes, particularly outside of clinics & hospitals
- Dell Med, Ascension Seton and Central Health working together as stronger partners (*e.g. strategic alignment on specialty care delivery*)

SEPTEMBER 8, 2021

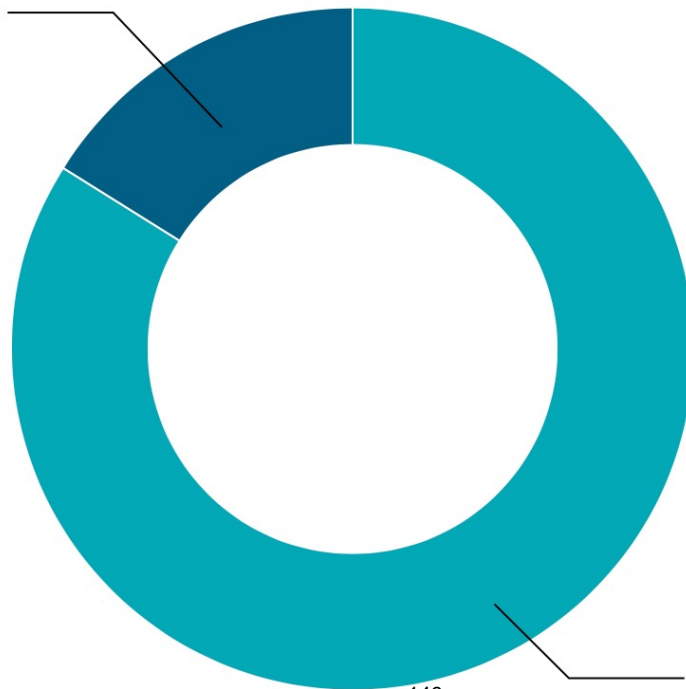


The University of Texas at Austin
Dell Medical School

DELL MED'S SUPPORT FOR CENTRAL HEALTH'S MISSION

FY 2021 - DELL MED EXPENDITURES

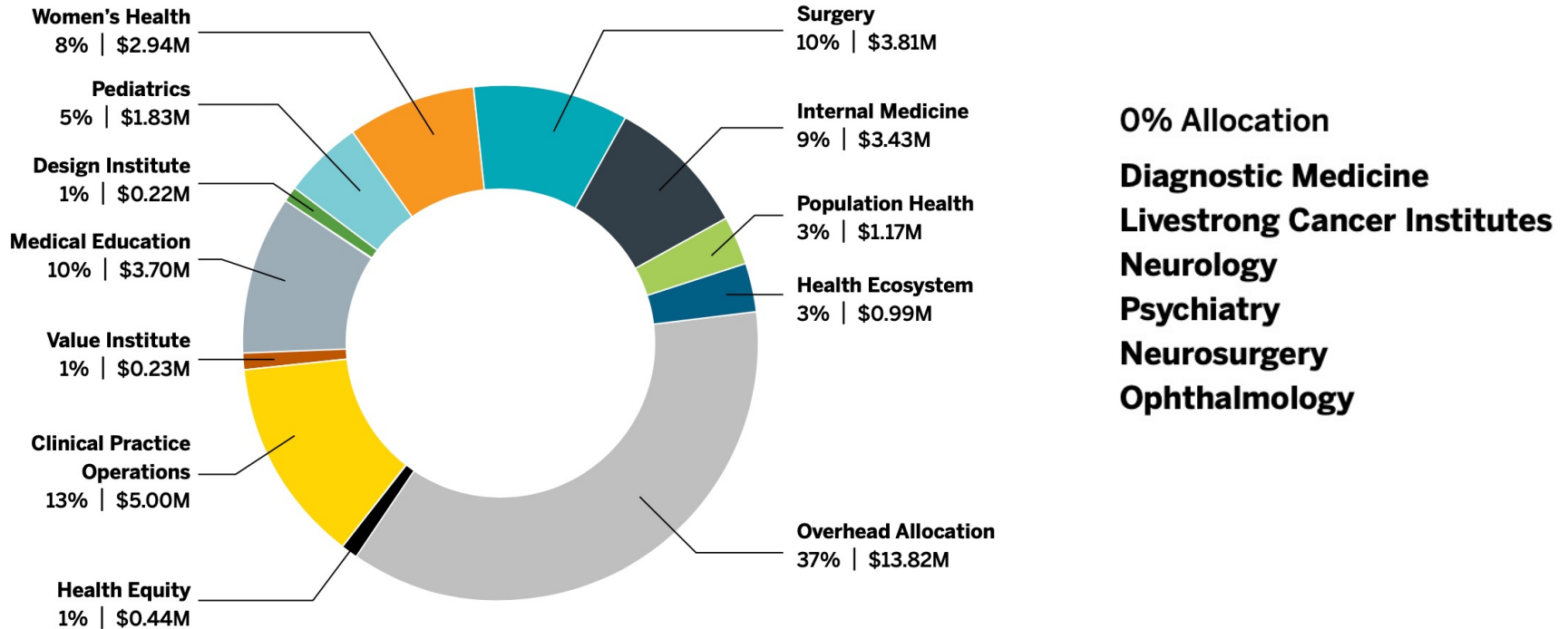
CCC Dollars
\$37.56M | 16%



**Total Projected/
Annualized Expenditures**
\$231.29M

Other Dollars
\$193.73M | 84%

FY 2021 - ALLOCATION OF CCC INVESTMENT





LAST YEAR ESTIMATED VS. LAST YEAR ACTUAL

	FY21 Estimated	FY21 Actuals*	Variance
Women's Health	\$ 2.50	\$ 2.94	17%
Surgery	\$ 3.70	\$ 3.81	3%
Internal Medicine	\$ 2.90	\$ 3.43	18%
Livestrong Cancer Institutes	\$ -	\$ -	0%
Neurology	\$ -	\$ -	0%
Psychiatry	\$ -	\$ -	0%
Population Health	\$ 1.10	\$ 1.17	6%
Pediatrics	\$ 1.80	\$ 1.83	2%
Diagnostic Medicine	\$ -	\$ (0.02)	0%
Neurosurgery	\$ -	\$ -	0%
Ophthalmology	\$ -	\$ -	0%
Clinical Practice Operations	\$ 4.60	\$ 5.00	9%
Medical Education	\$ 3.60	\$ 3.70	3%
Health Ecosystem	\$ 1.10	\$ 0.99	-10%
Health Equity	\$ 0.40	\$ 0.44	9%
Value Institute	\$ 0.20	\$ 0.23	14%
Design Institute	\$ 0.20	\$ 0.22	12%
Overhead Allocation	\$ 12.90	\$ 13.82	7%
	\$ 35.00	\$ 37.56	7%

*FY21 actuals through July + August encumbered



LAST YEAR ACTUAL VS. CURRENT YEAR ESTIMATED

	FY21 Actuals*	FY22 Estimated	Variance
Women's Health	\$ 2.94	\$ 2.40	-18%
Surgery	\$ 3.81	\$ 3.70	-3%
Internal Medicine	\$ 3.43	\$ 3.80	11%
Livestrong Cancer Institutes	\$ -	\$ -	0%
Neurology	\$ -	\$ -	0%
Psychiatry	\$ -	\$ -	0%
Population Health	\$ 1.17	\$ 1.10	-6%
Pediatrics	\$ 1.83	\$ 1.90	4%
Diagnostic Medicine	\$ (0.02)	\$ -	-100%
Neurosurgery	\$ -	\$ -	0%
Ophthalmology	\$ -	\$ -	0%
Clinical Practice Operations	\$ 5.00	\$ 5.30	6%
Medical Education	\$ 3.70	\$ 2.50	-33%
Health Ecosystem	\$ 0.99	\$ 0.50	-49%
Health Equity	\$ 0.44	\$ 0.50	15%
Value Institute	\$ 0.23	\$ 0.20	-13%
Design Institute	\$ 0.22	\$ 0.20	-11%
Overhead Allocation	\$ 13.82	\$ 12.90	-7%
	\$ 37.56	\$ 35.00	-7%

*FY21 actuals through July + August encumbered



SERVING PUBLICLY FUNDED PATIENTS

UT Health Austin clinics provide care to patients funded by MAP, Medicaid or Medicare (Aug 20-July 21)

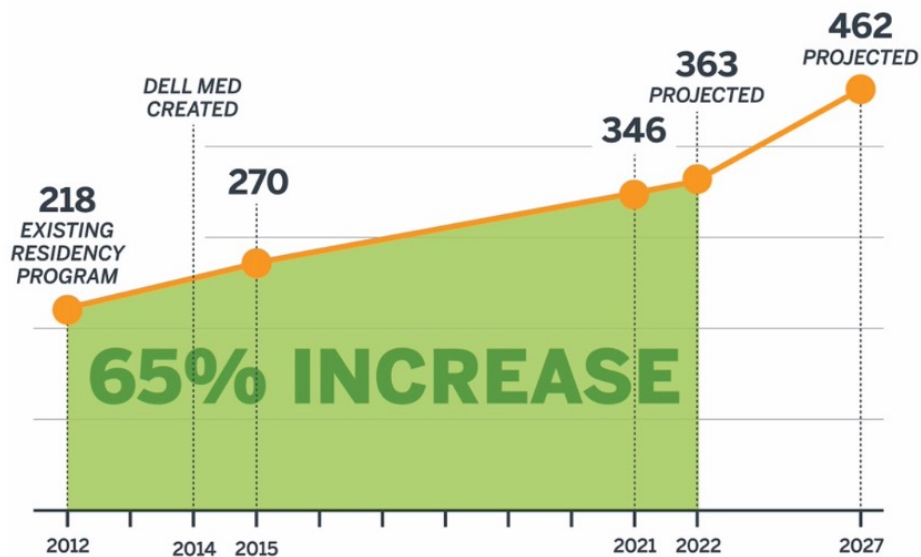
5,826 unique patients (34% of total patients)

22,945 total patient visits (35% of total patient visits)

This year, 346 GME residents will provide over 700,000 hours of care to patients at 75+ clinics and hospitals

Includes over 500,000 hours of care for patients at CommUnityCare, Dell Seton Medical Center, Dell Children's, Ascension Seton Shoal Creek, etc.

MORE RESIDENTS CARING FOR MORE PATIENTS



+21

NEW PROGRAMS

44

TOTAL PROGRAMS

Dell Med and Ascension Seton added 21 new training programs in 2021, including **Hospice and Palliative Medicine, Maternal-Fetal Medicine, Addiction Psychiatry and more.**



FUTURE OPPORTUNITIES

- Scaling successful clinical programs
- More Dell Med clinicians in safety-net environments
 - Explore further expanding residencies and adding specialty care at CUC clinics in collaboration
- Addressing prioritized public health issues
- Continued COVID-19 support for communities disproportionately affected
- Addressing inequity
- Leveraging community support to maximize multiplicative investments



DELL MED'S SUPPORT FOR CENTRAL HEALTH'S MISSION

JUNE 2021



Central Health Mission: By caring for those who need it most, Central Health improves the health of our community. Examples below align with objectives outlined in [Central Health's Strategic Plan](#).

RESPONDING TO THE PANDEMIC

- UT Health Austin, the clinical practice of Dell Medical School, and CommUnityCare coordinated vaccination efforts for homeless shelter residents and staff with an 80% vaccine return rate. This ongoing collaborative effort, which also included COVID-19 testing and other support services, [utilizes philanthropic support to improve the health of the homeless population](#) (Objective 1 & 2)
- The University of Texas at Austin vaccine hub administered more than 140,000 doses of COVID-19 vaccine – including supporting vaccinations for 50+ local organizations – to support our community. The UT Austin vaccine hub is a collaboration that includes UT Health Austin and Dell Medical School, University Health Services, the College of Pharmacy, the Steve Hicks School of Social Work, the School of Nursing and the Office of Campus Safety. [From research to the administration of the vaccine](#) (Objective 1)
 - Two new mobile vaccine programs – [VaxNow and Vaccination Administration Mobile Operations \(VAMOS\)](#) – have vaccinated people from communities most affected by COVID-19 at more than 25 local churches and community sites, as well as in homes. The UT School of Nursing is leading the effort supported by the collaborative UT Austin Vaccine hub, including Dell Med and UT Health Austin teams. (Objective 1)
 - As part of Phase 1A of the state's vaccination effort, the UT Austin Vaccine hub vaccinated more than 2,500 health care workers, including those from Travis County EMS, Lone Star Circle of Care, SAFE and 30+ local organizations. [Leveraging our close working relationships](#) (Objective 1)
- A collaborative effort between Dell Seton Medical Center teams and Dell Med faculty and residents created a nationally recognized COVID-19 Center of Excellence at Dell Seton, resulting in hospital mortality rates 33% lower than the national average for COVID-19 patients with social and medical complexities. Mortality rates for patients hospitalized with severe COVID-19 were 4% lower than the national average (8% vs. 12%). At least 75 more people survived than would have been expected based on national averages. Dell Seton also had a lower COVID 30-day readmission rate of 4% compared to published data showing 15% readmission rates elsewhere. [Protecting our most vulnerable populations](#) (Objective 2)

RESPONDING TO THE PANDEMIC, CONTINUED

- COVID-focused care at Dell Seton also includes a bilingual hospitalist team comprised of Dell Med faculty and community health workers who provide specialized care, social needs assessments and other resources for Spanish-speaking patients. Dell Med faculty and their Dell Seton counterparts are now [sharing lessons learned from the COVID Center of Excellence with a national audience](#).
(Objective 1 & 2)
- A team from Dell Med worked with UT Austin engineers to rapidly design a low-cost bridge ventilator device to support rural communities and hospitals treating COVID-19 patients, using philanthropic funds raised by Dell Med. [Solving a medical shortage](#) (Objective 1)
- The Central Texas (CTX) Check-In team connected more than 550 families with 1,000+ referrals for local support services, resources and PPE. Dell Med's Department of Population Health leads this ongoing effort through a partnership with the City of Austin's Office of Sustainability, the UT School of Public Health and Austin Public Health. (Objective 1)
- Good Apple, founded by Dell Med students and funded through direct revenue and philanthropy, provided 27,000+ low-income seniors and others facing food insecurity with free or subsidized fresh produce and groceries during the pandemic. Its "[Stay Home, Stay Healthy](#)" initiative was a collaboration with Welcome Table and CapMetro (since March 2020). (Objective 1)
- Dell Med's Communications team works closely with Central Health, Integral Care, Ascension Seton, Austin Public Health and other partners to align communications in ways that promote healthy behaviors and health awareness/education. During the pandemic, teams worked collaboratively to provide timely public health messaging; inform and support the local physician community; customize messages and efforts targeting diverse groups, including those disproportionately affected by COVID-19; increase awareness of the science related to COVID; coordinate outreach and health education for the Spanish-speaking community, and more. (Objective 1)
- Dell Med's Development team continues to build relationships with community members to inspire philanthropic support for clinical care, research, physician training and community impact programs. During the pandemic, the team secured \$3.1 million in support for related research and efforts to test, treat and vaccinate Central Texans, especially those experiencing homelessness and other vulnerable communities. (Objective 1 & 2)

DELIVERING BETTER CARE WITH OUR PARTNERS

- In 2020, 346 residents and fellows provided 700,000+ hours of care to local patients at more than 75 clinics and hospitals. That includes 500,000+ hours of care provided at Dell Seton Medical Center, Dell Children's, Ascension Seton Shoal Creek and CommUnityCare; plus 50,000+ hours at other community-serving sites and VA outpatient clinics. (Objective 1 & 2)
- In partnership with CommUnityCare, Dell Med continues its work to expand primary and specialty care access for uninsured patients in a variety of ways, including e-consults and telehealth appointments — two significant innovations implemented during the pandemic. (Objective 2)
 - Recruited Gastrointestinal (GI) and Hepatology clinical faculty who also practice at CommUnityCare, adding needed expertise to serve the community. (Objective 2)
 - Developed new model of care that allows CommUnityCare primary care physicians to better serve patients by directly integrating GI specialty consultations into appointments, resulting in 70% of patients receiving the help they need without a second appointment. More than 2,630 CUC patients received these “e-consults” in the last year, and emergency department usage and hospitalization, when measured 30 days after the consults, have dropped significantly. (Objective 2)

DELIVERING BETTER CARE WITH OUR PARTNERS, CONTINUED

- A street care team made up of faculty and staff from Dell Med, CommUnityCare and Integral Care, known as the [M3 Team](#), is caring for chronically homeless patients with persistent medical conditions, substance use disorders and severe mental illnesses. Through persistent case management, including health care and social service engagement, the care team saw a 44% drop in ER and crisis visits and navigated 25 individuals into housing. *(Objective 1 & 2)*
- In 2020, UT Health Austin served 15,091 unique patients (not including COVID-related patients). Of the 50,636 total patient visits in 2020, 19,408 (38%) were funded by MAP, Medicaid or Medicare. Since the first UT Health Austin clinics opened in 2017, 60,160 patient visits (37% of total patient visits) were funded by MAP, Medicaid or Medicare. *(Objective 1 & 2)*
- A new [Specialty Pavilion at Dell Children's Hospital](#) – part of a joint effort between Dell Children's Medical Center and UT Health Austin – provides specialty care locally that now includes:
 - Center for Pediatric Congenital Heart Disease: A collaborative team performed the first children's heart transplant at Dell Children's in spring 2021. [Meet Zaria: The first baby in CTX to receive a mechanical heart pump](#) *(Objective 2)*
 - Comprehensive Fetal Care Center: Dell Med faculty clinicians working with a multidisciplinary team at Dell Children's care for Central Texas infants diagnosed with complications or disorders in utero. [Helping families stay in CTX for care](#) *(Objective 2)*
- To support patient care and delivery research, 93 Dell Med investigators have been awarded \$72 million in state and federal funding to advance discoveries in cancer, brain health and other pressing health issues. *(Objective 1 & 2)*

SUPPORTING BETTER CARE WITH OUR COMMUNITY

- A new Dell Med [Community Health Worker program](#) works in a variety of ways and with different partners to connect patients to primary care medical homes, follow-up appointments, care coordination between inpatient and outpatient teams, discharge planning, health promotion, health education, and much more. Partners include the medical school's Department of Health Social Work, Dell Seton Medical Center, Lone Star Circle of Care and CommUnityCare. The program was created to address the community's immediate COVID-19 needs but is now expanding to become a sustainable care delivery model for the community. *(Objective 1 & 2)*
- Through partnerships with CommUnityCare and Lone Star Circle of Care, Dell Med's Cancer Prevention and Control programs are expanding through support from the Cancer Prevention & Research Institute of Texas (CPRIT) that [awarded Dell Med researchers more than \\$7.3M since 2017](#):
 - [Lone Star Circle of Care's Big Pink Bus](#) will provide cancer prevention services for 2,700+ uninsured women in Central Texas each year – including 1,837+ women in Travis County. The mobile mammography clinic is a [collaborative effort with over 20 organizations](#), including catalyst funding from Dell Med's CPRIT awards. The effort includes cancer screening (mammograms, diagnostics and biopsies) and navigation services at no cost for over 600+ women through a Breast and Cervical Cancer Services grant from the Texas Health and Human Services Commission. *(Objective 1 & 2)*

SUPPORTING BETTER CARE WITH OUR COMMUNITY, CONTINUED

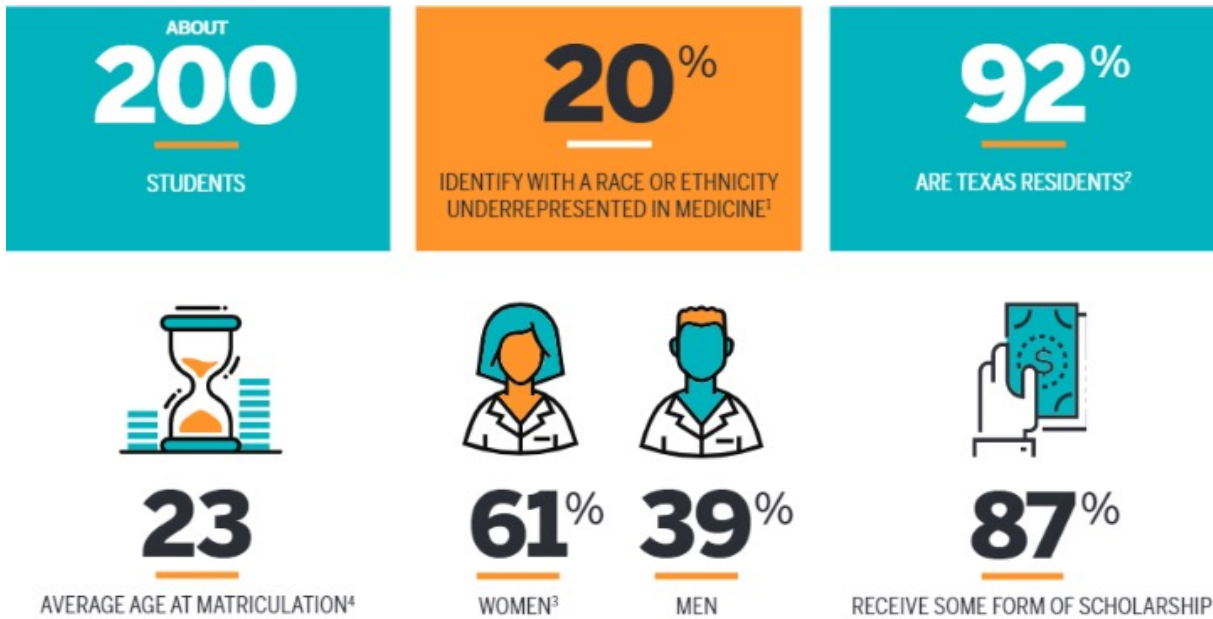
- CommUnityCare and Dell Med [worked collaboratively to screen 9,000 patients who are uninsured or have low income for colorectal cancer](#) through 39,000+ at-home, mailed screening kits over a 3-year period. *(Objective 1 & 2)*
- Dell Med's smoking cessation and lung cancer program provided intensive smoking cessation services for 120+ CommUnityCare patients resulting in a 24% quit rate and 41 patient referrals for additional diagnostic services. *(Objective 1 & 2)*
- A new CPRIT-funded program with CommUnityCare is providing high-risk patients with screening and interventions to reduce unhealthy alcohol use, one of the top five risk factors for cancer. *(Objective 1 & 2)*
- Through the ["Sunshine Calls"](#) program – a partnership between Dell Med's Factor Health and Meals on Wheels – 240 seniors with low income participated in a daily phone check-in program that significantly improved depression, anxiety and loneliness during the pandemic. The program is now expanding to support the larger Meals on Wheels community. *(Objective 1)*
- Dell Med raises significant additional support through philanthropy to advance our shared missions in the community, including \$2.26 million to UT Health Austin's Musculoskeletal Institute team to evaluate its innovative care model that improves care and lowers costs for patients with osteoarthritis; \$7.3 million to expand cancer and prevention programs, and more.

INVESTING IN OUR FUTURE

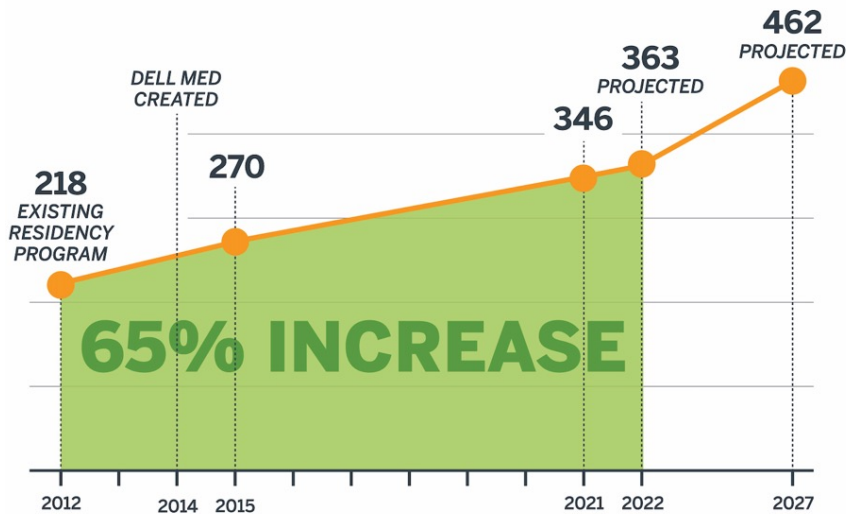
Creating a pipeline of doctors in Texas and pursuing excellence in medical education

- Thirty-two percent of Dell Med's 47 most recent graduates, who graduated in May of 2021, will practice in Texas for their residencies – more than half of those doctors in Travis County. About 40 percent of 2021 graduates will enter primary care fields. [All students matched to residencies across the country.](#)
- Dell Med continues to develop and refine its Leading EDGE (Essentials, Delivery, Growth, Exploration) curriculum, including adding two more dual-degree programs and [a new core competency in health equity](#), and more.
- The school's graduate medical education (GME) program, a joint effort between Dell Med and Ascension Seton, is now further differentiated by a [one-of-a-kind Distinction Program in Care Transformation](#).
- Twenty-one new GME programs were added in 2021 for a total of 44 GME programs.

DELL MED STUDENT DEMOGRAPHICS



INCREASING NUMBER OF RESIDENTS



346 RESIDENTS & FELLOWS

700K+ HOURS OF CARE*

75+ CLINICS & HOSPITALS

*Includes 500k+ hours of care at Dell Seton Medical Center, Dell Children's, Ascension Seton Shoal Creek and CommUnityCare.

PLANNED ALLOCATION OF CCC DOLLARS IN FISCAL YEAR 2022 BUDGET

Domain	FY22 Allocation			FY21
	Planned CCC Funding Allocation	Estimated Minimum Expenditure	% CCC Allocation towards Est. Minimum Expenditure	% CCC Allocation towards Est. Minimum Expenditure
Women's Health	\$2.40	\$16.42	15%	30%
Surgery	\$3.70	\$13.61	27%	37%
Internal Medicine	\$3.80	\$26.89	14%	17%
Livestrong Cancer Institutes	-	\$7.34	0%	0%
Neurology	-	\$19.66	0%	0%
Psychiatry	-	\$23.72	0%	0%
Population Health	\$1.10	\$9.17	12%	14%
Pediatrics	\$1.90	\$11.28	17%	41%
Diagnostic Medicine	-	\$2.11	0%	0%
Neurosurgery	-	\$9.89	0%	0%
Ophthalmology	-	\$1.76	0%	0%
Clinical Practice Operations	\$5.30	\$29.65	18%	28%
Medical Education	\$2.50	\$13.62	18%	23%
Health Ecosystem	\$0.50	\$3.62	14%	31%
Health Equity	\$0.50	\$1.98	25%	25%
Value Institute	\$0.20	\$4.68	4%	5%
Design Institute	\$0.20	\$4.86	4%	5%
Overhead Allocation*	\$12.90	\$60.85	21%	20%
Total	\$35.00	\$261.11		

Dell Medical School will allocate the majority of the community's investment to support existing and new Dell Med academic medicine departments and other initiatives, including faculty salary support; infrastructure for clinical, education and research programs; and community health initiatives.

As Dell Med continues to grow to accomplish its mission, it will seek resources from a wide variety of sources to support its growth and the long-term sustainability of its work. Dell Med is leveraging the community's investment to inspire philanthropic support for new clinical, research and educational programs, including Cancer, Neurology, Neurosurgery, Ophthalmology and Psychiatry, which the community will benefit from without any CCC allocation.

** The Overhead Allocation for FY22 will support salaries and operating costs in departments such as IT, business support and communications, and utilities.*

DELL MED'S WORK – FY21 AND ONGOING

Women's Health

- Through a partnership between UT Health Austin and Ascension Seton, women with low-income and without insurance can now receive highly specialized care at the recently opened [Fetal Care Center](#) and the [Special Delivery Unit at Dell Children's](#).
- Dell Children's and Dell Med faculty collaborated to expand gynecologic care through recruitment of a new Pediatric and Adolescent Gynecologist.
- A UT Health Austin care team continues to provide complex gynecological care previously unavailable to MAP patients.

Surgery & Perioperative Care

- UT Health Austin's Musculoskeletal Institute received [\\$2.26 million to for a three-year study to evaluate its innovative care model](#) that improves care and lowers costs for osteoarthritis patients.
- 250+ Dell Med faculty continue to provide the majority of surgical care at Dell Seton Medical Center. Surgeries include acute care, general and vascular care, oncology, orthopaedics, urology, and plastic and otolaryngology surgery, as well as anesthesia and emergency medical care.
- [UT Health Austin Surgical Oncologists](#) staff the Ascension Seton Specialty Care Center and treat patients with melanoma, sarcoma, liver, pancreas and gastrointestinal cancers.

Internal Medicine

- A collaborative effort between Dell Seton Medical Center and Dell Med teams created a nationally known [COVID Center of Excellence](#) at Dell Seton, resulting in hospital mortality rates 33% lower than the national average for COVID patients with social/medical complexities.
- In partnership with CommUnityCare, Dell Med continues to expand its primary and specialty care access for uninsured patients to receive e-consults and telehealth appointments.

Livestrong Cancer Institutes (Oncology)

- UT Health Austin's [Livestrong Cancer Institutes](#) continues to provide care for gynecologic, gastrointestinal, hematologic, and lung, head and neck cancer, and recently added breast services.
- Cancer patients continue to participate in the [CaLM \(Cancer Life reiMaged\) Model](#) that delivers compassionate, state-of-the-art cancer care for patients and families Travis County.

Neurology

- Children with neurological disorders can now get new diagnostic and treatment services in Central Texas at the [UT Health Austin Pediatric Neuroscience Center](#); to date, 17 child neurologists, 3 pediatric neurosurgeons, 7 pediatric neuropsychologists, and pediatric rehabilitation specialists have been recruited to support the center.
- As part of the UT Health Austin Pediatric Neurosciences at Dell Children's, patients with epilepsy can now visit a new Spanish-language pediatric epilepsy clinic, staffed entirely by bilingual physicians, nurses and psychologists.

Psychiatry

- In collaboration with ten school districts and Dell Children's Medical Center, Dell Med is providing Texas schools with immediate access to child psychiatry and psychology services, mental health resources, staff training, and patient referral coordination through the new Texas [Child Health Access Through Telemedicine \(TCHATT\)](#) program.
- Dell Med continues to serve child and teen patients with on-demand mental health consultations from the recently expanded [Child Psychiatry Access Network \(CPAN\)](#) program.
- The Texas Health and Human Services Commission is partnering with Dell Med to [redesign the Austin State Hospital \(ASH\)](#). The new hospital is scheduled to open in June 2023.

Population Health

- A new [Dell Med Community Health Worker](#) program works in a variety of ways with different partners to connect patients to primary care medical homes, follow-up appointments, care coordination between inpatient and outpatient teams, discharge planning, health promotion, health education, and much more. Partners include the school's Department of Health Social Work, Dell Seton, Lone Star Circle of Care, and CommUnityCare. The program was created to address the community's immediate COVID-19 needs but is now expanding to become a sustainable care delivery model for the community.
- Dell Med's [Community-Driven Initiatives](#) continue to field ideas from diverse local communities. This year, the team is focused on addressing key pandemic-related needs: mental health, food access and housing.

Pediatrics

- For the first time, [a child in Central Texas received a heart transplant](#) at Dell Children's as part of the Texas Center for Pediatric Congenital Heart Disease, a collaboration between UT Health Austin and Dell Children's. This type of new specialty care ensures that local children and families do not have to travel for the care they need.
- With support from Dell Med faculty, Dell Children's created a tailored COVID-19 response for children with complex care needs and their families; the team also designed a COVID-19 vaccination program designed to overcome access barriers for children in Austin.
- The continued collaboration between Dell Med and Dell Children's provides Travis County pediatric patients coordinated care for heart and kidney transplant programs, expanded cancer care services and increased high-risk delivery services.

Diagnostic Medicine

- Patients are benefitting from improved [diagnostic testing](#) through Dell Med's integration of pathology, radiology and laboratory medicine.

Neurosurgery

- UT Health Austin's Pediatric Neurosciences at Dell Children's is working collaboratively to expand local specialty neurological care for pediatric patients.
- In collaboration with Ascension Seton, Dell Med is [one of only 20 sites worldwide studying whether deep brain stimulation through electrical wires inserted into the brain can help people with Alzheimer's disease](#).

Ophthalmology

- In 2020, UT Health Austin opened the [Mitchel and Shannon Wong Eye Institute](#), which diagnoses, treats and manages a wide range of eye conditions, from cataracts and diabetic retinopathy screenings to some of the most specialized ophthalmic care, in patients 13 years and older. Services are provided by eye care specialists and include state-of-the-art diagnostic imaging and treatment modalities.

Clinical Practice Operations

- Supports the clinical operations of UT Health Austin, Dell Med's clinical practice

Medical Education

- Dell Med graduated its second class in May of 2020 and will add 21 new Graduate Medical Education program in 2021 (for a new total of 44 programs) in collaboration with Ascension Seton. More than 700 faculty support the school's educational programs, which include two new dual degree programs and a core competency in health equity.

Health Ecosystem

- The [Factor Health](#) program brings together community-based organizations, health care payers and investors to rethink the health pathways for vulnerable populations. The Factor Health team helped develop six programs through collaborations with community-based organizations such as Meals on Wheels Central Texas and Boys and Girls Clubs of Austin, as well as Medicaid managed care organizations.
- As part of efforts to improve health, not just health care, the Health Ecosystem serves as convener for interdependent and interconnected community efforts and drives related programmatic work. This includes convening the [Central Texas Addressing Cancer Together Coalition \(CTX-ACT\)](#) and creating health professions pathways for local students, particularly those traditionally underrepresented in medicine and other health professions, through K-12 teacher workshops and trainings.

Health Equity

- Dell Med and Central Health are co-directing workgroups to develop a health equity strategic plan. One is creating a data-driven understanding of clinical needs for people and communities most impacted by health disparities, and the second is aligning the work of stakeholders to make high-quality care more accessible to patients in Travis County, primarily through greater care coordination.
- Sharon Ricks, Director of Health Equity Strategy & Transformation, joined Central Health's Health Equity Policy Council, and Associate Dean for Health Equity Jewel Mullen MD, MPH, remains a regular contributor to Central Health's systems transformation planning for an equitable, high-quality health system – all part of the medical school's overall [Health Equity Strategic Map](#).
- As part of the school focus on equity, Dell Med added a [core competency in health equity](#) to its Leading EDGE curriculum.

Health Social Work

- Dell Med established the [first-of-its-kind Department of Health Social Work](#) within a medical school. The department continues to provide education across the organization on mental health, trauma, compassion fatigue and patient psychosocial needs. During the pandemic, the team provided a wide range of critical services, including mental health support for frontline health care workers.
- Clinical social workers at UT Health Austin provide mental health and case management services to Travis County residents (including MAP patients) experiencing complex medical conditions and mental health issues – in both English and Spanish.
- A Spanish-speaking in-house dietitian at UT Health Austin provides services to patients, tailoring nutrition services for complex medical conditions.

Value Institute for Health and Care

- The Value Institute offers two educational programs – a [Master of Science in Health Care Transformation and an Executive Education Series](#) – that teach local and national leaders about health care design and leadership to improve health and value for patients.
- The institute partnered with Dell Children's Heart Program to conduct qualitative research to uncover gaps in care and to define outcomes that matter most to patients.

Design Institute for Health

- Dell Med's [Design Institute for Health](#) tested and scaled system improvements for nursing homes and long-term care facilities during the COVID-19 pandemic and beyond through a collaboration with City of Austin, Austin Public Health, Health and Human Services Commission and the Michael and Susan Dell Foundation.
- The design team formed long-term partnerships with Dell Seton, Ascension Seton, CommUnityCare, Department of Veterans Affairs and other organizations to understand systems as part of an effort to improve inpatient and outpatient communications upon discharge from the hospital.
- The team collaborated on the creation of a social service program model currently operating at ThinkEAST, an affordable housing community in East Austin, in partnership with the St. David's Foundation.



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.

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.

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

BOARD MEETING

July 27, 2022

REGULAR AGENDA ITEM 2

Receive and discuss a presentation on the proposed Central Health Fiscal Year (FY) 2023 budget and tax rate. (*Informational Item*)



CENTRAL HEALTH

CommUnityCare | Sendero

EMPOWERING COMMUNITIES WITH CARE

FISCAL YEAR 2023 PROPOSED BUDGET

Central Health Board of Managers
July 27, 2022



PROPOSED FY2023 STRATEGIC PRIORITIES



Access and capacity

Priority: Continue eastern Travis County site expansions in Hornsby Bend, Del Valle and Colony Park

Priority: Development of multispecialty clinic at Rosewood-Zaragosa



Care coordination

Priority: Implementation of Epic electronic health record



Member enrollment and engagement

Priority: Implementation of MyChart patient portal



System of care infrastructure

Priority: Development of financial and operational implementation plans

Priority: Focus on affiliations with health care and community partners

Priority: Continue development of direct clinical practice infrastructure

Priority: Identify and support critical on-demand operational and administrative capacities



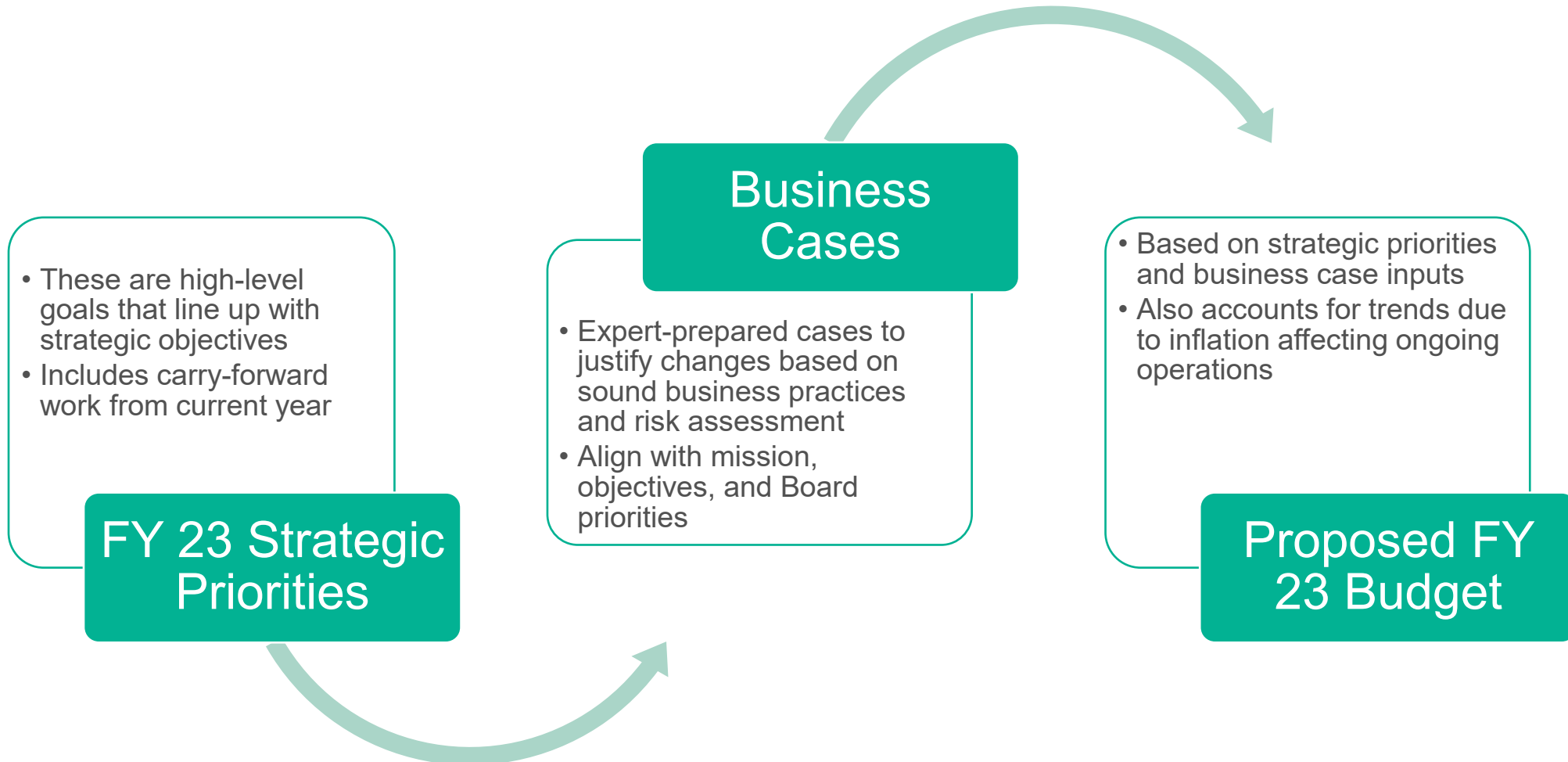
FINANCIAL STEWARDSHIP

Built on a solid foundation:

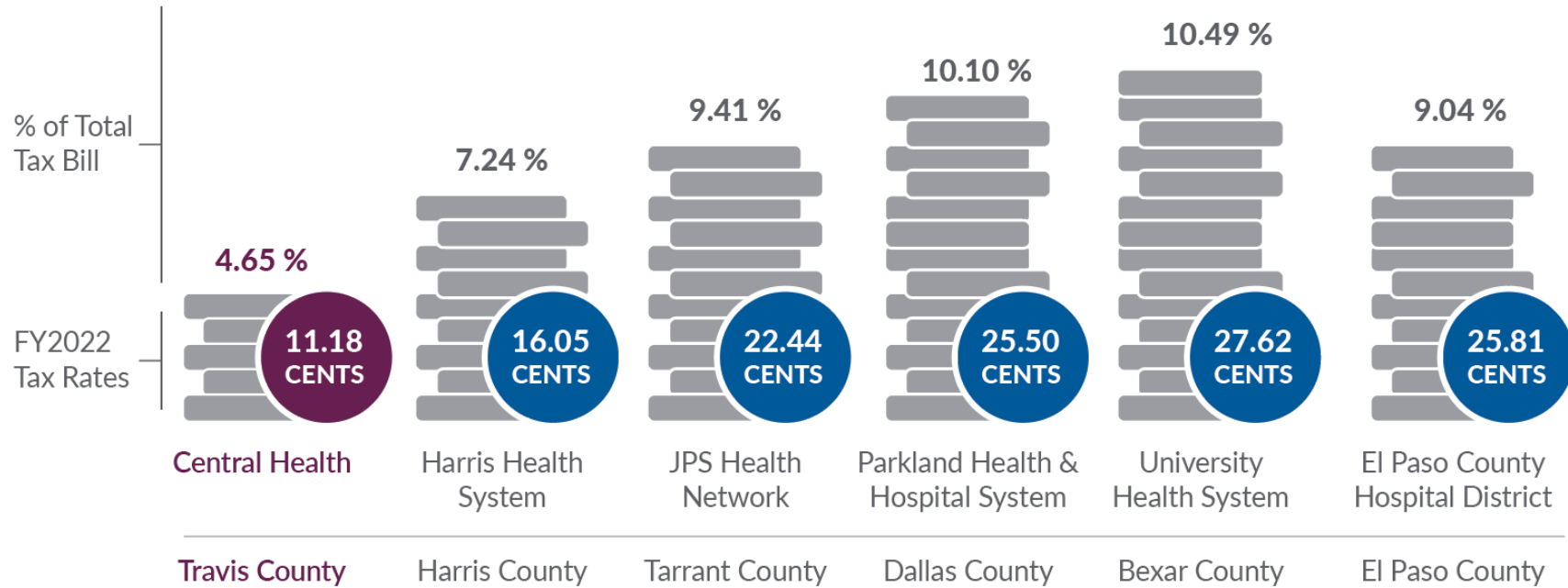
- Received GFOA Distinguished Budget Award
 - FY2020 through FY2022
- Strong credit rating – recently received Moody's Outlook Summary – Aa2 Credit Rating
- Long-term forecast to provide sustainable funding for system of care service levels
- Lowest ad valorem property tax rate of all major Texas hospital districts
- Unmodified Independent Financial Statement Audit Opinion (clean) since 2004



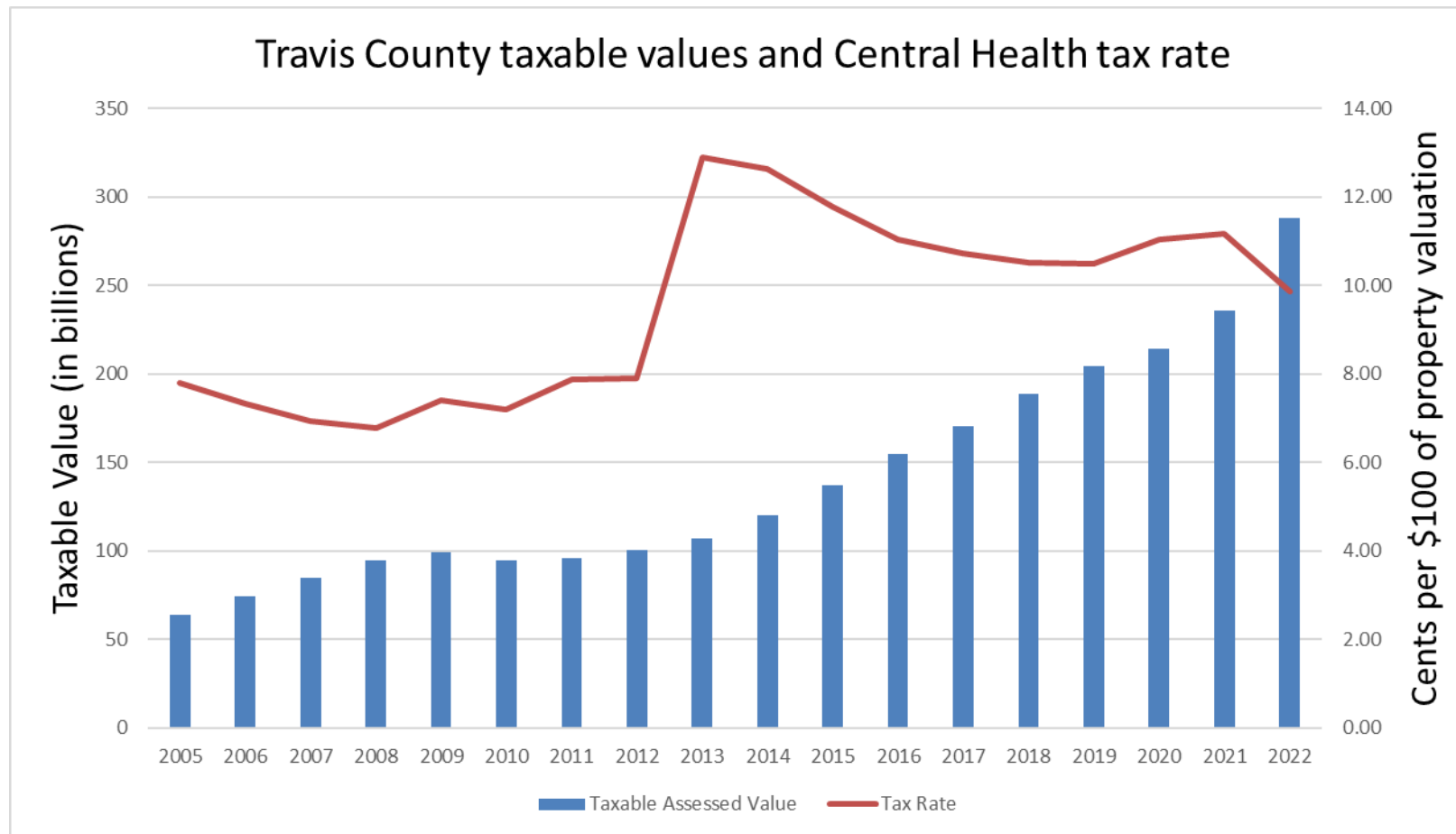
Budget Development Overview



MAJOR TEXAS HOSPITAL DISTRICTS: FY 2022 TAX BURDEN COMPARISONS



Taxable Values by Tax Year (in Billions)



FY2022 Proposed Tax Rate

6.0% over M&O No New Revenue Rate

Based on Certified Roll for Tax Year 2022/Fiscal Year 2023

	FY22 Approved	FY23 Proposed
Average Taxable Homestead Value	\$381,238	\$427,918
Average Taxable Homestead Value Appreciation	8.7%	12.2%
Tax Rate	11.1814	9.8721
M&O	10.9204	9.6641
Debt Service	0.2610	0.2080
Tax Bill	\$426.28	\$422.44
M&O	\$416.33	\$413.54
Debt Service	\$9.95	\$8.90

Average Taxable Homestead Property Tax is anticipated to decrease by **(\$3.84)**

Homestead Exemption	65 & Older	Disability
20% (maximum allowable by state law)	\$110,000	\$110,000



Central Health FY 2023 Proposed Budget

Attachment A – Sources and Uses with FY2023 Year End Estimate

Based on Certified Roll for Tax Year 2022/Fiscal Year 2023

DESCRIPTION	FY 2022 APPROVED BUDGET	FY 2022 YEAR END ESTIMATE	FY 2023 PROPOSED BUDGET 07/27/2022
TAX RATE	0.111814	0.111814	0.098721
SOURCES			
Property Taxes	260,933,097	260,933,097	281,710,898
Lease Revenue	13,422,399	12,300,000	13,145,328
Tobacco Litigation Settlement	3,000,000	4,676,730	4,500,000
Other	3,000,000	3,323,270	1,500,000
Total Sources	280,355,496	281,233,097	300,856,226
USES			
Healthcare Delivery	192,705,261	172,063,536	277,819,768
Administration & Tax Collection	15,391,099	12,662,269	21,679,767
Total Uses	208,096,360	184,725,805	299,499,534
RESERVES			
Healthcare Delivery Contingency Reserve ⁽¹⁾⁽²⁾	226,521,399	332,391,578	333,748,270
Emergency Reserve	38,719,836	38,719,836	38,719,836

(1) previously reported as an appropriated use of funds in Healthcare Delivery

(2) Healthcare Delivery Contingency Reserves to be appropriated for FY2023



Central Health FY 2023 Proposed Budget

Attachment B – Uses of Funds Details

DESCRIPTION	FY 2022 APPROVED BUDGET	FY 2023 PROPOSED BUDGET 07/27/2022
HEALTHCARE DELIVERY		
Intergovernmental transfers:		
IGT - CCC DSRIP	15,509,298	-
Total Intergovernmental Transfers	15,509,298	-
Purchased Healthcare Services		
Primary Care: Medical, Dental, & Behavioral Health	63,090,000	66,111,822
Specialty Care: including Specialty Dental	17,175,000	23,488,000
Specialty Care: Behavioral Health	1,383,856	12,000,000
Post Acute Care	2,125,000	5,450,000
Pharmacy	14,250,000	16,000,000
Community Health Care Initiatives Fund	875,000	1,750,000
Purchased Healthcare Services	98,898,856	124,799,822
Direct Healthcare Services		
Podiatry		755,400
Cardiology		838,129
Neurology		362,518
Gastroenterology		465,033
Nephrology		196,085
Pulmonology		228,364
Diagnostics and Clinical Expenses		2,832,170
Direct Healthcare Services Total	-	5,677,699
MAP Eligibility - Increase in eligibility period	2,000,000	2,000,000
Total Healthcare Services	100,898,856	132,477,521



Central Health FY 2023 Proposed Budget

Attachment B – Uses of Funds Details

DESCRIPTION	FY 2022 APPROVED BUDGET	FY 2023 PROPOSED BUDGET 07/27/2022
HEALTHCARE DELIVERY		
Healthcare Operations & Support		
ACA Healthcare Premium Assistance Programs	13,319,929	14,648,261
ACA Education and Enrollment	583,000	588,000
Real Estate and Campus Redevelopment	5,303,564	3,714,777
UT land lease for teaching hospital	981,231	1,027,277
Salary and Benefits	18,866,066	25,487,440
Legal	339,000	433,000
Consulting	840,000	1,740,000
Other professional goods & services	9,244,346	8,138,035
Outreach and Education	942,274	1,428,000
Leased Facilities, Security and Maintenance	1,947,000	2,348,500
Insurance and Risk Management	142,000	250,000
Phones, Computer Equipment and Utilities	3,293,473	6,399,775
Printing, Copying, Postage and Signage	384,056	620,305
Travel, training and professional development	280,966	847,752
Other operating expenses	39,741	174,445
Health Care Capital Line of Credit	1,091,773	500,000
Debt service - principal retirement	4,060,000	4,345,000
Debt service - interest	2,092,676	1,651,744
Transfer to capital reserve	12,546,013	49,000,000
Total Healthcare Operations	76,297,107	123,342,310
UT Affiliation Agreement	-	22,000,000
Total Healthcare Delivery	192,705,261	277,819,831



Central Health FY 2023 Proposed Budget

Attachment B – Uses of Funds Details

DESCRIPTION	FY 2022 APPROVED BUDGET	FY 2023 PROPOSED BUDGET 07/27/2022
ADMINISTRATION		
Salary and Benefits	7,134,758	8,662,159
Legal	1,456,636	2,756,636
Consulting	1,341,120	1,636,520
Investment Services (Travis County)	115,000	115,000
Benefits and Payroll Administration Services	168,243	356,266
Other professional goods & services	819,787	1,156,850
Marketing and Communications	209,958	184,098
Leases, Security and Maintenance	274,250	929,200
Insurance and Risk Management	375,000	455,000
Phones, Computer Equipment and Utilities	401,716	629,573
Printing, Copying, Postage and Signage	60,745	54,725
Travel, training and professional development	370,789	439,605
Other operating expenses	492,244	156,485
Appraisal District Svcs	1,179,284	1,155,350
Tax Collection Expense	991,569	992,300
Cash held for self insured employee health benefits	-	2,000,000
Total Administration & Tax Collection	15,391,099	21,679,767
TOTAL USES	208,096,360	299,499,598



BUDGET CALENDAR

- ✓ May 11 Central Health Strategic Planning Committee Meeting
(FY 2023 Strategic Priorities)
- ✓ May 25 Central Health Board of Managers
(FY 2023 Central Health Long Term Forecast)
- ✓ June 15 Central Health Board of Managers Meeting
(FY 2023 Central Health Capital Planning and Property Tax Exemptions)
- ✓ June 9-23 Community Conversations
(Central Health Equity Focused Service Delivery Strategic Plan)
- ✓ July 27 Central Health Board of Managers Meeting
(FY2023 Central Health Proposed Budget)
- Aug 1-19 Community Conversations
(FY2023 Proposed Budget)



BUDGET CALENDAR

- **Aug 10** **Central Health Strategic Planning Committee Meeting**
(FY2023 Central Health Proposed Budget)
Central Health Budget & Finance Committee Meeting
(FY2023 Central Health Proposed Budget)
- Aug 24 Central Health Board of Managers Meeting
(FY2023 Central Health Proposed Budget and vote on maximum tax rate)
- Aug 30 Travis County Commissioners Court
(FY2023 Central Health Proposed Budget and tax rate)
- Aug 31 Central Health Public Hearing
(FY2023 Central Health Proposed Budget and tax rate)
- Sept. 7 Central Health Board of Managers Meeting
(FY2023 Central Health Budget and Tax Rate Adopted; CCC Budget Approval)
- Sept. 20 Travis County Commissioners Court
(FY2023 Central Health Budget and Tax Rate Adopted)





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BOARD MEETING

July 27, 2022

REGULAR AGENDA ITEM 3

Receive the fiscal year-to-date healthcare service expenditures made by, and accept the preliminary May and June 2022 financial statements for, Central Health and the Community Care Collaborative, and review historical average revenues and expenses for Central Health.
(Informational Item)



Central Health

Financial Statement Presentation

FY 2022 – as of June 30, 2022 (Preliminary)

Central Health Board of Managers

July 27, 2022

Lisa Owens, Deputy CFO

Patti Bethke, Controller

DRAFT



- 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 - Operating Cost
- Slide 10 HCD - Primary Care
- Slide 11 HCD - Specialty Care

Note: HCD = Health Care Delivery

DRAFT



- Year-to-date through June collected net property tax revenue is \$262 million compared to \$238 million as of June 2021 representing 98.4% of the adjusted tax levy compared to 98.3% as of June 2021.
- Healthcare Delivery is \$98 million for the nine months ending 6/30/2022.
- GAAP reporting Net Assets increased \$129 million year-over-year.
- TCHD LPPF total restricted balance of LPPF as of 6/30/2022 is \$19 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.

DRAFT



Assets	Preliminary as	
	of 6/30/2022	as of 6/30/2021
Current Assets		
Cash and cash equivalents	2,089,893	1,304,103
Short-term investments	445,598,413	341,298,334
Ad valorem taxes receivable	3,023,174	3,452,609
Other receivables	4,300,320	4,228,534
Prepaid expenses	387,060	554,871
Total Current Assets	455,398,860	350,838,452
Restricted Cash and Investments or Noncurrent		
Restricted for capital acquisition	92,095,870	11,143,697
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	18,552,294	11,687,515
Total Restricted Cash and Investments or Noncurrent	222,731,164	134,914,212
Capital Assets		
Land	26,372,222	13,425,967
Buildings and improvements	56,519,716	57,151,299
Equipment and furniture	17,778,553	9,205,480
Capital Projects in progress	13,720,117	11,321,350
Less accumulated depreciation	(28,815,146)	(24,365,807)
Total Capital Assets	85,575,462	66,738,289
Total Assets	763,705,486	552,490,953

DRAFT



Liabilities	Preliminary	
	as of 6/30/2022	as of 6/30/2021
Current Liabilities		
Accounts payable	5,317,709	6,628,816
Salaries and benefits payable	2,962,700	1,738,138
Other Payables	810,431	-
Debt service payable, short-term	4,947,379	1,215,641
Deferred tax revenue	2,634,799	2,714,073
Total Current Liabilities	16,673,018	12,296,668
Restricted or Noncurrent Liabilities		
Funds held for TCHD LPPF	18,552,294	11,687,515
Debt service payable, long-term	75,837,535	4,915,000
Total Restricted or Noncurrent Liabilities	94,389,829	16,602,515
Total Liabilities	111,062,847	28,899,184
Net Assets		
Unrestricted	536,408,097	462,958,481
Restricted	56,055,994	-
Investment in Capital Assets	60,178,549	60,633,289
Total Net Assets	652,642,639	523,591,769
Liabilities and Net Assets	763,705,486	552,490,953

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Sources / Uses	Jun 2022	FY22 YTD	FY22 Budget	Percent of Budget Used	FY21 YTD
Sources					
Property Tax Revenue	70,611	259,865,263	260,933,097	100%	237,349,180
Lease Revenue	888,519	9,590,238	13,422,399	71%	9,330,943
Other Revenue	997,924	2,359,041	3,000,000	79%	764,011
Tobacco Settlement Revenue	-	4,676,730	3,000,000	156%	3,872,274
Contingency Reserve (Carryforward)	-	235,884,286	226,521,399	104%	136,179,266
Total Sources	1,957,054	512,375,558	506,876,895	101%	387,495,674
Uses of Funds					
Healthcare Delivery	9,715,100	97,671,352	491,365,797	20%	72,528,631
Administrative Program					
Salaries and benefits	435,351	4,112,830	7,134,758	58%	3,674,794
Consulting Fees	35,683	328,532	1,341,120	24%	225,354
Legal Fees	115,539	677,878	1,456,636	47%	402,932
Other Purchase Goods and Services	121,919	1,146,776	3,287,732	35%	1,237,705
Total Administrative Program	708,492	6,266,016	13,220,246	47%	5,540,785
Tax Collection Expenses	95,049	1,664,793	2,170,853	77%	1,564,050
Total Uses	10,518,641	105,602,161	506,756,896	21%	79,633,466
Excess Sources / (Uses)	(8,561,587)	406,773,397			307,862,208

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Healthcare Delivery Summary	Jun 2022	FY22 YTD	FY22 Budget	Percent of Budget Used	FY21 YTD
Inter-Governmental Transfers (IGTs)	-	-	15,509,298	0%	-
Healthcare Services					
Primary Care - (see detail on Slide 10)	4,773,224	36,224,277	59,040,000	61%	28,971,962
Specialty Care, incld Dental - (see detail on Slide 11)	561,425	5,495,084	17,175,000	32%	4,184,047
Specialty Behavioral Health and Substance Use	4,548	454,207	1,383,856	33%	443,350
Pharmacy	893,728	7,970,784	14,250,000	56%	7,126,528
Post Acute Care	31,811	109,074	2,125,000	5%	-
All Other Healthcare Services	57,253	515,276	6,737,035	8%	515,276
Community Healthcare Initiatives Fund	-	-	875,000	0%	1,875
Subtotal Healthcare Services	6,321,989	50,768,702	101,585,891	50%	41,243,038
ACA Premium Assist, Education, Enrollment	1,129,761	9,832,441	13,782,929	71%	8,909,308
Healthcare Facilities and Campus Redevelopment	357,431	2,946,502	6,284,795	47%	1,994,022
Healthcare Delivery Operating Costs	1,773,575	14,822,100	35,631,887	42%	12,638,376
SubTotal	9,582,756	78,369,745	157,285,502	50%	64,784,744
Debt, Reserves and Transfers	132,344	19,301,607	318,570,997	6%	7,743,887
Total Healthcare Delivery	9,715,100	97,671,352	491,365,797	20%	72,528,631

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Details for Health Care Delivery on the following slides.

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Healthcare Delivery Detail	Jun 2022	FY22 YTD	FY22 Budget	Percent of Budget Used	FY21 YTD
Healthcare Operations and Support					
ACA and Premium Assistance Programs					
High Risk Premium Programs	858,144	7,195,181	10,240,575	70%	6,304,816
CHAP Program	258,578	2,096,431	2,959,354	71%	2,074,092
ACA Enrollment and Education Services	13,039	540,829	583,000	93%	530,400
Subtotal ACA & Premium Assist Program	1,129,761	9,832,441	13,782,929	71%	8,909,308
Healthcare Facilities and Campus					
Salaries and benefits	18,819	235,827	395,914	60%	72,114
Consulting Services	27,816	32,912	1,512,000	2%	229,299
Legal Fees	2,271	36,315	370,000	10%	156,144
Other Goods & Svc incl. UT Ground Lease	308,525	2,641,448	4,006,881	66%	1,536,465
Subtotal Healthcare Facilities and Campus	357,431	2,946,502	6,284,795	47%	1,994,022
Healthcare Delivery Operating Costs					
Salaries and benefits	1,306,524	10,658,145	18,866,066	56%	8,807,829
Consulting Services	-	275,248	840,000	33%	47,246
Legal Fees	7,753	33,156	339,000	10%	75,681
Other Services and Purchased Goods	459,298	3,855,551	15,586,821	25%	3,707,620
Subtotal HCD Operating Cost	1,773,575	14,822,100	35,631,887	42%	12,638,376
Debt Service, Reserves and Transfers					
Debt Service	132,344	5,612,594	6,152,676	91%	1,243,887
Healthcare Capital Line of Credit	-	-	1,091,773	-	-
FY2022 Capital reserve	-	13,689,013	12,546,013	109%	6,500,000
FY2022 Contingency reserve appropriation	-	-	298,780,535	-	-
Subtotal Debt, Reserves and Transfers	132,344	19,301,607	318,570,997	6%	7,743,887
Total Healthcare Delivery	9,715,100	97,671,352	491,365,797	20%	72,528,631

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Healthcare Delivery - Primary Care	Jun 2022	FY22 YTD	FY22 Budget	Percent of Budget Used	FY21 YTD
Primary Care					
CommUnity Care	4,300,002	30,558,249	45,885,000	67%	23,658,806
Lone Star Circle of Care	314,374	3,976,806	6,755,000	59%	3,599,008
People's Community Clinic	139,748	1,542,824	2,600,000	59%	1,557,957
Other Primary Care	19,100	146,398	3,800,000	4%	156,191
Subtotal Primary Care Services	4,773,224	36,224,277	59,040,000	61%	28,971,962

(continued on next page)

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Healthcare Delivery - Specialty Care	Jun 2022	FY22 YTD	FY22 Budget	Percent of Budget Used	FY21 YTD	YOY Percent Change	Comments*
Specialty Care							
Ancillary Services & DME	4,527	57,901	735,000	8%	66,978	-14%	
Cardiology	84,425	238,741	265,000	90%	73,820	223%	Service Expansion
Referral Services	0	225,000	500,000	45%	225,000	0%	
Dental Specialty	91,572	686,276	1,300,000	53%	577,950	19%	Service Expansion
Dermatology	91,444	583,702	550,000	106%	307,524	90%	
Ear, Nose & Throat ENT	(4,839)	90,821	350,000	26%	185,292	-51%	
Endocrinology	101,644	515,706	575,000	90%	233,543	121%	Service Expansion
Gastroenterology	47,501	878,535	2,100,000	42%	579,826	52%	
General Surgery	(294)	53,423	300,000	18%	32,388	65%	
Gynecology Complex	0	0	100,000	0%	(2,200)	0%	CCC Agreement
Nephrology	12,217	34,642	200,000	17%	10,546	228%	
Oncology	25,138	228,640	700,000	33%	238,613	-4%	
Ophthalmology	92,725	873,808	1,650,000	53%	842,083	4%	
Prosthetics	8,819	74,827	200,000	37%	113,043	-34%	
Podiatry	(9,432)	299,853	350,000	86%	159,938	87%	Service Expansion
Pulmonology	31,900	251,167	375,000	67%	123,361	104%	Service Expansion
Reproductive and Sexual Health	17,090	242,833	1,150,000	21%	271,900	-11%	
Rheumatology	15,865	102,242	250,000	41%	99,817	2%	
Neurology	0	0	100,000	0%	0	0%	New CUC Service
Wound Care	(57,215)	37,050	150,000	25%	44,625	-17%	Service Expansion
Subtotal Specialty Care	553,087	5,475,167	11,900,000	46%	4,184,047	31%	
MAP Basic Expansion	0	0	1,975,000	0%	0	0	
Systems Planning Expansion	0	0	3,300,000	0%	0	0	
Total Specialty Care	553,087	5,475,167	17,175,000	32%	4,184,047	31%	

* Changes greater than \$90,000 and + / - 33%

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Questions ? Comments ?

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Balance Sheet (Assets) – Slide 4

Current Assets

Cash and Cash Equivalents – \$2.1M compared to \$1.3M June 2021

Short-term Investments – Short-term investments were \$446M at month-end, net of restricted investments totaling \$92M.

Ad Valorem Taxes Receivable – \$3.0M balance is composed of:

Gross Tax Receivables	\$ 8.3M
Taxable Assessed Valuation Adjustment	(2.4)M
Est. Allowance for Doubtful collections	(2.9)M
Total Taxes Receivable	\$ 3.0M

Other Receivables – Other receivables total \$4.3M and includes intercompany balances:

- CommUnityCare - \$2.4M
- Sendero - \$658K
- Community Care Collaborative - \$201K
- Accrued Interest - \$750K
- Miscellaneous Receivables – \$294K



June 2022 Preliminary Monthly Financial Statements (unaudited)

Page 2 of 6

Balance Sheet (Assets) – Slide 4 (continued)

Prepaid Expenses – \$387K balance composed of:

- Prepaid Insurance - \$173K
- Software - \$58K
- Deposits - \$82K
- Memberships - \$46K
- JTT Equipment - \$27K
- Prepaid Tax Collection Fees - \$1K

Total Current Assets – \$455M

Restricted Cash & Investments or Noncurrent

Investments Restricted for Capital Acquisition – \$92M in securities and reserves 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 - \$18.6M

Capital Assets – \$86M, net of accumulated depreciation

Total Assets – \$764M

Current Liabilities – Slide 5

Accounts Payable – Major components of the \$5.3M balance are:

- \$4.6M estimated IBNR for healthcare services.
- \$717K vendor invoices due.

Salaries and Benefits Payable – \$2.9M balance is comprised of the accrued liability for salary costs unpaid at month-end, the value of accrued personal time off.

Other Payables – \$810K Contract Liability.

Debt Service Payable, Short-Term – \$4.9M in Certificates of Obligation and Interest Payable for Series 2020 and 2021 Taxable and non-Taxable debt.

Deferred Tax Revenue - \$2.6M pending collection

Total Current Liabilities – \$17M**Restricted or Noncurrent Liabilities**

Funds held for TCHD LPPF - \$18.6M receipts from participants in the LPPF.

Balance Sheet (Liabilities) – Slide 5 (continued)

Debt Service Payable, Long-Term – \$75.8M balance (unchanged):

	Series 2020	Series 2021	
	General Obligation Bonds	Certificates of Obligation Bonds	
Non-tax LT	3.7 M	12.7 M	
Taxable LT		57.4 M	
Premium		2.0 M	
Totals	3.7 M	72.2 M	75.8 M

\$7.285M was originally issued in 2011 for the North Central clinic and refunded May 2020. \$72.9M was issued in 2021 for two clinics and an administration building. Annual payments are due on 3/1 for all Series.

Total Restricted of Noncurrent Liabilities – \$94M

Total Liabilities – \$111M

Net Assets

Unrestricted Net Assets – \$536M

Restricted Net Assets – \$56M

Investment in Capital Assets – \$60M

Total Net Assets – \$653M

Total Liabilities and Net Assets – \$764M

Sources and Uses Report – Slide 6

June financials → nine months, 75% of the fiscal year.

Sources – Total \$1.96M for the month

Property Tax Revenue – Net property tax revenue for the month was \$71K. Net revenue includes \$275K current month's collections; \$68K Penalties and Interest; and (\$272K) in adjustments for prior year delinquent taxes.

Lease Revenue – \$889K recorded for Seton and Hancock Clinic

Other Revenue – \$998K in monthly investment income

Uses of Funds – Total \$10.5M for the month

Total Healthcare Delivery Program – Total healthcare delivery expenses were \$9.7M for the month and \$98M YTD compared to \$73M FY21 YTD.

Healthcare Delivery Budget includes funds for service expansion in Post-Acute Care \$2.1M, Primary & Specialty Care \$6.7M, and Community Health Care Initiatives \$875K

Administration Program – \$708K in expense for the month, which includes:

- Personnel costs – \$435K
- Consulting services – \$36K
- Legal fees – \$116K
- Other general and administrative – \$122K

Tax Collection Expenses – \$95K for the month.

Excess Sources/(Uses) – \$(8.6)M in May. Current YTD is \$407M compared to \$308M FY21 YTD.

Healthcare Delivery Expense – Slide 7

Healthcare Delivery Expense – Total \$9.7M June; \$98M YTD compared to \$73M FY21 YTD.

Intergovernmental Transfers (“IGT’s”) – YTD \$0M for DSRIP IGT compared to \$0M YTD last year for DSRIP IGT.

Healthcare Services – Healthcare delivery providers’ expense for June totaled \$6.3M, which includes:

- Primary care – \$4.8M
- Specialty Care - Dental – \$561K
- Specialty Care - Behavioral Health – \$5K
- Pharmacy - \$894K
- All Other - \$89K

ACA Premium Assist, Education, Enrollment – \$1.1M in expenses for the month; \$9.8M YTD compared to \$8.9M FY21 YTD

Healthcare Facilities and Campus Redevelopment - \$357K in expense for the month and \$2.9M YTD.

Healthcare Delivery Operating Cost – \$1.8M in expenses for the month and includes:

- Personnel costs – \$1.3M
- Consulting Services – \$0K
- Legal Fees - \$8K
- Other services and purchased goods – \$459K

Debt, Reserves and Transfer – \$132K in Debt Service

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

Community Care Collaborative

Financial Statement Presentation

FY 2022 – as of June 30, 2022 (Preliminary)

Central Health Board of Managers
Board of Managers Meeting
July 27, 2022

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



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Preliminary

Highlights Community Care Collaborative

June 30, 2022



- * Cash is at \$11.3M compared to \$7.0M last year.
- * Total Liabilities are at \$11.4M at the end of June.
- * Net Assets at the end of June are (\$50K).

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Preliminary

Balance Sheet Community Care Collaborative

June 30, 2022



Community Care Collaborative

	<u>6/30/2022</u>	<u>6/30/2021</u>
Assets		
Cash and Cash Equivalents	11,265,159	7,015,930
Other Receivables	23,463	91,344
Prepaid and Other	36,503	112,781
Total Assets	<u>11,325,125</u>	<u>7,220,055</u>
Liabilities		
AP and Accrued Liabilities	4,343,549	5,156,286
Deferred Revenue	6,954,527	3,479,719
Other Liabilities	77,517	170,875
Accrued Payroll	0	108,148
Total Liabilities	<u>11,375,593</u>	<u>8,915,028</u>
Net Assets	<u>(50,468)</u>	<u>(1,694,972)</u>
Liabilities and Net Assets	<u>11,325,125</u>	<u>7,220,055</u>

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Preliminary

Sources and Uses Report, Budget vs Actual

Fiscal Year-to-Date through June 30, 2022



Sources of Funds	Budget	YTD Actual	YTD % of Budget	Prior YTD Actual
DSRIP Revenue	61,168,472	500,891	1%	870,509
Operations Contingency Carryforward	5,362,495	9,123,145	170%	11,316,128
Other Sources	100,000	12,539	13%	11,503
Total Sources of Funds	66,630,967	9,636,576	14%	12,198,140
Uses - Programs				
Healthcare Delivery	19,630,967	9,304,570	47%	10,139,783
UT Services Agreement	35,000,000	0	0%	0
DSRIP Project Costs	12,000,000	5,382,473	45%	8,753,330
Total Uses	66,630,967	14,687,043	22%	18,893,113
Net Sources (Uses)	-	(5,050,468)		(6,694,973)
Net Assets		(50,468)		(1,694,973)

* Operating under FY20 approved budget.

Preliminary

DRAFT



Healthcare Delivery Costs - Summary

Fiscal Year-to-Date through June 30, 2022

	Budget	YTD Actual	YTD % of Budget	Prior YTD Actual
Healthcare Delivery				
Primary Care & Emergency Transport	921,822	648,878	70%	690,019
Specialty Care	3,908,000	1,556,508	40%	1,624,263
Specialty Behavioral Health	8,000,000	4,300,481	54%	4,808,324
Post-Acute Care	2,675,000	1,477,700	55%	1,417,303
Urgent and Convenient Care	475,000	59,054	12%	92,537
Healthcare Delivery - Operations	2,849,742	1,261,949	44%	1,507,338
Operations Contingency Reserve	801,403	0	0%	0
Total Healthcare Delivery	19,630,967	9,304,570	47%	10,139,783

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* Operating under FY20 approved budget.

Preliminary

Thank You

www.ccc-ids.org



Community Care
COLLABORATIVE

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Preliminary



June 2022 FYTD Financial Statements (unaudited)
Page 1 of 4

Balance Sheet

Current Assets

Cash and Cash Equivalents – \$11.3M

Other Receivables – \$23K – Atrium rent receivable

Prepaid and Other – \$37K – Atrium security deposit

Total Assets – \$11.3M

Liabilities

Accounts Payable and Accrued Liabilities – \$4.3M, which includes:

- \$4.1M estimated IBNR (Incurred But Not Received) for healthcare provider services
- \$201K due to Central Health

Deferred Revenue – \$7.0M deferred revenue related to DSRIP projects

Other Liabilities – \$78K includes leasehold improvement allowance liability of \$23K and deferred rent of \$54K

Total Liabilities – \$11.4M

Net Assets

Unrestricted Net Assets – (\$50K)



June 2022 FYTD Financial Statements (unaudited)
Page 2 of 4

Total Net Assets – (\$50K)

Total Liabilities and Net Assets – \$11.3M

Sources and Uses Report

June financials → 9 months, 75% of fiscal year

Sources of Funds, Year-to-Date - \$9.6M

DSRIP Revenue - \$501K

Operations Contingency - \$9.1M from FY2021, excluding emergency reserves of \$5M.

Other Sources – \$13K Interest income

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Uses of Funds, Year-to-Date

Operating Expenses

Healthcare Delivery (Excludes DSRIP) – \$9.3M

	Budget	YTD Actual	YTD % of Budget	Prior YTD Actual
Healthcare Delivery				
Primary Care & Emergency Transport	921,822	648,878	70%	690,019
Specialty Care	3,908,000	1,556,508	40%	1,624,263
Specialty Behavioral Health	8,000,000	4,300,481	54%	4,808,324
Post-Acute Care	2,675,000	1,477,700	55%	1,417,303
Urgent and Convenient Care	475,000	59,054	12%	92,537
Healthcare Delivery - Operations	2,849,742	1,261,949	44%	1,507,338
Operations Contingency Reserve	801,403	0	0%	0
Total Healthcare Delivery	19,630,967	9,304,570	47%	10,139,783

UT Services Agreement – \$0M

DSRIP Project Costs – \$5.4M, primarily made up of provider earnings of:

- CommUnity Care - \$4.9M
- Lone Star Circle of Care – \$368K
- Hospice Austin – \$21K
- DSRIP Operating Expenses - \$75K

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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.

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.

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

BOARD MEETING

July 27, 2022

REGULAR AGENDA ITEM 4

Receive and discuss updates on the 1115 Medicaid Waiver, Delivery System Reform Incentive Payment (DSRIP) program and associated projects, the Community Care Collaborative, and other healthcare delivery partners, programs, projects, and arrangements, including agreements with Ascension Texas and the University of Texas at Austin.³ (*Action Item*)



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BOARD MEETING

July 27, 2022

REGULAR AGENDA ITEM 5

Receive and discuss an update on Sendero Health Plans financials and proposed business strategies. ⁴ (*Informational Item*)



AGENDA ITEM SUBMISSION FORM

This form is to provide a general overview of the agenda item in advance of posting for the Board meeting. Proposed motion language is a recommendation only and not final until the meeting and may be changed by the Board Manager making the motion. All information in this form is subject to the Public Information Act.

Agenda Item Meeting Date July 27th, 2022

Who will present the agenda item? (Name, Title) Wesley Durkalski, CEO, Sendero Health Plans

General Item Description Update on Sendero Health Plan’s financials and proposed business strategies

Is this an informational or action item? Informational

Fiscal Impact N/A

Recommended Motion (if needed – action item) _____

Key takeaways about agenda item, and/or feedback sought from the Board of Managers:

- 1) Will review Sendero financials and prospective business proposals.
- 2) This review will be followed up by deliberations at future Board or Board Committee meetings.
Discussions requested to be held in executive session as this information relates to provision of services that if disclosed would give advantage to competitors of the hospital district and its
- 3) HMO Sendero.
- 4) _____
- 5) _____

What backup will be provided, or will this be a verbal update? (Backup is due one week before the meeting.) Verbal update with materials to be shared if needed

Estimated time needed for presentation & questions? 10 minutes

Is closed session recommended? (Consult with attorneys.) Yes

Form Prepared By/Date Submitted: Wesley Durkalski July 21st 2022



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BOARD MEETING

July 27, 2022

REGULAR AGENDA ITEM 6

Confirm the next regular Board meeting date, time, and location. (*Informational Item*)