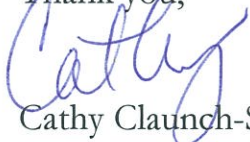


## NOTICE OF MEETING

### MEMBERS OF THE BOARD OF TRUSTEES

The Gulf Coast Center Board of Trustees meeting for the month of April will be held on Wednesday, **April 19, 2017** at **6:15 p.m.** at the **Mainland Community Service Center**, located at **7510 FM 1765, Texas City, Texas.**

Thank you,



Cathy Claunch-Scott  
Secretary to the Board of Trustees

cc: April Board of Trustees File

## THE GULF COAST CENTER

Regular Board of Trustees Meeting  
Mainland Community Service Center  
7510 FM1765, Texas City, TX 77591  
Wednesday, April 19, 2017  
6:15 pm



### "Better community healthcare promoting healthy living."

1. **Call To Order**.....Jamie Travis, Board Chair
2. **Citizens' Comments**
3. **Program Report**  
Ingenuity Health.....Amy Varhely
4. **Board Member Reports**
  - a. Texas Council of Community Centers .....Jamie Travis, Board Chair
  - b. Texas Council Risk Management Fund..... Mary Lou Flynn-Dupart, TCRMF Board Chair
5. **CEO Report** ..... Melissa Tucker, CEO
  - a. Mid-Year Center Review
  - b. Transition Update/CQI Team Progress Summary
  - c. 1115 Waiver Status Report
  - d. Communication, Legislative & Community Development Efforts
6. **Operations Report**.....
  - a. IDD Services.....Jerry Freshour
  - b. Adult Mental Health.....Sarah Holt
  - c. Recovery Services.....Monica Mehalshick
  - d. Child & Adolescent Services.....Amy McMahon
  - e. MIS.....Pam Melgares
  - f. Connect.....Rick Elizondo
7. **Budget, Finance and Admin Reports** .....
  - a. Financial Board Monthly & YTD Summary.....Rick Elizondo
  - b. Financial & Operational Highlight – Managed Care.....Rick Elizondo

- c. Quarterly Investment Report (**Pg. 1-2**).....Rick Elizondo
- d. 2<sup>nd</sup> Quarter Board Report.....Melissa Hollman
- e. Review and discuss RPNAC IDD Transportation Survey and Recommendations (**Pg. 3-31**)... Linda Bell, RN JD

**8. Consent Agenda.....Linda Bell, RN JD**

**Consideration and Approval of Recommendations and Acceptance of Consent Agenda Items.**

*(Consent agenda items may be pulled from this consideration for individual action or presentation.)*

- a. Review and approval of February 22, 2017 board meeting minutes (**Pg. 32-37**)
- b. Review and approval of February and March 2017 check register

**9. Action Items.....Linda Bell, RN JD**

*All Action items terminate at the end of FY 2017 unless indicated otherwise*

- a. Consider the approval of Amendment #3 to the DADS performance contracts (#539-16-0072-00001). This amendment includes an allocation of \$46,236 for (ECC) Enhanced Community Coordination Services as well as changes to reporting requirements for PASRR and IDD Crisis Respite Services. (**Pg. 38-41**)
- b. Consider the approval of the Gulf Coast Center joining the **State of Texas Co-Op Program** for best value purchasing through State of Texas qualified vendors.
- c. Consider approval of the renewal agreement with **The Harris Center for Mental Health and IDD** for the operation of a crisis intervention helpline to service callers in Galveston and Brazoria counties 24 hours a day, 365 days a year. Term: March 1, 2017 through February 28, 2018. Monthly Rate: \$6720.00. Increase from FY17 of \$850.00.
- d. Consider the approval of the amended revenue agreement with **Brazoria County**, for the **Brazoria County Detention Center for Forensic Intake Specialists** provided by Center staff and the roles associated policies. Reimbursement Rate: \$11,250.00 quarterly.
- e. Consider approval of the renewal agreement with **Beck Institute for Cognitive Behavior Therapy** for the purposes of professional review and scoring of audio-taped cognitive behavioral therapy sessions per the requirements of the State of Texas. The fee for rating taps is \$250 per 45 minute tape with a score but no feedback; \$300 per 45 minute tape with score and feedback. Term: January 1, 2017 through December 31, 2017.
- f. Consider approval of the new Business Associate Agreement with Ingenuity Health for implementation of a medication monitoring program in designated Center clinics. Term: on-going until terminated Cost to Center: \$0
- g. Consider approval of the new Driver Policy and Acknowledgment. (**Pg. 42-45**)

- h. Consider approval of the revised Arbitration and Single-employee Resolution Policy. The revision removes arbitration by AAA and adds 3 local Arbitrator options. **(Pg. 46-52)**
- i. Consider approval of the "Leave without Pay" Policy revision.
- j. Consider the approval of the renewal lease agreement (Amendment #14) with **Shearn Moody Plaza** for 12,595 square feet of the fourth floor, including the 7,440 square feet of existing mental health clinic space along with 5,149 square feet of new Recovery Services space while at the same time ending the lease of the sixth floor. Term: September 1, 2017 through August 31, 2018.
- k. Consider the approval of the Interlocal Agreement and Resolution between the **City of LaMarque** and Gulf Coast Center of an Economic Development and Mobility Strategy to improve pedestrian – transit connectivity and other economic development related objectives. City commitment of \$37,500 in FY2017 and \$37,500 in FY2018

#### 10. Pending or Revised Action Items.....Linda Bell, RN JD

*Pending or revised items are those items which were on a prior board agenda but not completely resolved or there has been a revision since approval. The items may be listed for update purposes or final action by the Board.*

- a. Consider ratification of the MOU with **King Consulting** to pursue and complete a formal application for Kempner funding to support the Center's Ambulatory Detox program. Application deadline: March 15, 2017. Reimbursement total: \$500. Termination date: February 16, 2018.
- b. Authorize CEO or designee to survey, list and sell 15 or more acres of Lone Oak Ranch.

#### 11. Calendar.....Jamie Travis, Board Chair

Date	Event	Time	Location
April 26-29, 2017	Texas Council		Austin
May 24, 2017	Board Meeting	6:30 pm	Angleton
June 28-30, 2017	Texas Council Conference		Moody Gardens, Galveston
July 19, 2017	Board Meeting	6:30 pm	Texas City
August 23, 2017	Board Meeting	6:30 pm	Angleton
August 16-19	Texas Council		Austin

#### 12. Executive Session

*As authorized by Chapter §551.071 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from its Attorney about any matters listed on the agenda.*

#### 13. Action Regarding Executive Session

Page 3 of 4

*If you need additional assistance to effectively participate in or observe this meeting please contact (409) 763-2373 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist you.*

## 14. Adjourn



# THE GULF COAST CENTER QUARTERLY INVESTMENT REPORT

FY2017  
Quarter 1

Reporting Period: September 1, 2016 - November 30, 2016

This report was prepared in compliance with generally accepted accounting principals, The Gulf Coast Center's investment policy and the Public Funds Investment Act.

## INVESTMENT SUMMARY - Texas Local Government Investment Pool

Month	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Ending Balance	Average Daily Interest Rate
September 2016	\$80,826.17	\$2,800,000.00	\$870,000.00	\$413.95	\$2,011,240.12	0.033%
October 2016	\$2,011,240.12	\$0.00	\$600,000.00	\$647.59	\$1,411,887.71	0.027%
November 2016	\$1,411,887.71	\$0.00	\$800,000.00	\$373.59	\$612,261.30	0.029%
Quarterly Total		\$2,800,000.00	\$2,270,000.00	\$1,435.13		
Year to Date Total				\$1,435.13		

## PORTFOLIO SUMMARY - Texas Local Government Investment Pool

Month	Beginning Market Value	Share Price	Shares Owned	Ending Market Value
September 2016	\$80,826.17	\$1.00	\$2,011,240.12	\$2,011,240.12
October 2016	\$2,011,240.12	\$1.00	\$1,411,887.71	\$1,411,887.71
November 2016	\$1,411,887.71	\$1.00	\$612,261.30	\$612,261.30

*Rick Eizondo*

Rick Eizondo  
Investment Officer

Alternate Investment Officer

# THE GULF COAST CENTER QUARTERLY INVESTMENT REPORT

FY2017  
Quarter 2

Reporting Period: December 1, 2016 - February 28, 2017

This report was prepared in compliance with generally accepted accounting principals, The Gulf Coast Center's investment policy and the Public Funds Investment Act.

## INVESTMENT SUMMARY - Texas Local Government Investment Pool

Month	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Ending Balance	Average Daily Interest Rate
December 2016	\$612,261.30	\$4,000,000.00	\$3,000,000.00	\$752.14	\$1,613,013.44	0.042%
January 2017	\$1,613,013.44	\$0.00	\$0.00	\$737.69	\$1,613,751.13	0.047%
February 2017	\$1,613,751.13	\$3,400,000.00	\$1,300,000.00	\$1,968.73	\$3,715,719.86	0.044%
Quarterly Total		\$7,400,000.00	\$4,300,000.00	\$3,458.56		
Year to Date Total				\$4,893.69		

## PORTFOLIO SUMMARY - Texas Local Government Investment Pool

Month	Beginning Market Value	Share Price	Shares Owned	Ending Market Value
December 2016	\$612,261.30	\$1.00	\$1,613,013.44	\$1,613,013.44
January 2017	\$1,613,013.44	\$1.00	\$1,613,751.13	\$1,613,751.13
February 2017	\$1,613,751.13	\$1.00	\$3,715,719.86	\$3,715,719.86

*Rick Geizondo*

Investment Officer

Alternate Investment Officer



# **REGIONAL PLANNING AND NETWORK ADVISORY COMMITTEE**

## **EVALUATION OF SERVICES**

### **SERVICE: INTELLECTUAL DISABILITY TRANSPORTATION SERVICES**

#### **LOCAL AUTHORITY: GULF COAST CENTER**

##### ***EXECUTIVE SUMMARY:***

It is the policy of GULF COAST CENTER to have a procedure in place for the systematic and objective evaluation of services on a routine basis and that best use of public money is considered in Network Development. To ensure this, GULF COAST CENTER will assure that each of its decisions involving Network Development and Provider Procurement considers the results of service evaluations. In general, a service evaluation determination is an evaluation of the overall worth of a service. Many subjective elements are involved in such an assessment, but it is the role of the Center Board, the Center staff, and the Regional Planning and Network Advisory Committee (RPNAC) to attempt to quantify and qualify various aspects of services into objective measures that can be applied to all services and providers.

The RPNAC will make reports to each East Texas Behavioral Health Network (ETBHN) members' board/governing body regarding planning, development, design, management, and evaluation of the local provider network, including but not limited to:

- Client care issues in Network development;
- Consumer choice issues in Network development;
- Ultimate cost-benefit issues in Network development; and
- Best use of public money in Network development.

The FY 2017 Department of State Health Services and Department of Aging and Disability Services Performance Contracts requires that each Local Authority have a process to establish outcome and reporting requirements. For the Member Centers of ETBHN, the Regional Planning and Network Advisory Committee is charged with this required evaluation. The ETBHN Regional Oversight Committee selects the services for evaluation. The final recommendations from the RPNAC are compiled for distribution to the respective Centers' Board of Trustees.

This evaluation represents part of an ongoing effort to gather information to assure the Local Authority Management Team and Board of Trustees that any problems identified are properly understood and addressed. While the purpose of these evaluations is to examine the Local Authority's needs and capabilities of the current system, it is also important to note that, in time, this process will also allow Local Authorities to utilize trends in provider services and consumer utilization. In turn, a Local Authority can use this data to ensure the proper capacity of its provider network to ensure the best interests of the consumers are met.



The Regional Planning and Network Advisory Committee is comprised of members representing each of the eleven Centers of the East Texas Behavioral Healthcare Network, appointed by the Local Authority Board/Governing Body of each respective Member Center.

### ***SERVICE DEFINITION:***

IDD Transportation is planned transportation to and from services at the Center. This may include clinical services or workshop/training services. The service includes assistance with transportation to and from location of services, only when needed, by a Center vehicle and trained driver from the Center.

### ***REVIEW METHODOLOGY:***

The RPNAC Center Representatives presented a description of IDD transportation services to the RPNAC. Also, ETBHN has a very active IDD Committee. This Committee gave input and helped design the survey for each Center. The RPNAC members determined the data necessary to evaluate the service. From this discussion, the following outcomes were determined:

- a. The Evaluation will gather data on if the center offers the service, and how many consumers are served.
- b. The Evaluation will gather data on whether the service is provided by the center or contracted out, how many sites are used, and how it is staffed.
- c. The Evaluation will examine any changes that have been made to the program for the next fiscal year.

Both center liaisons and ETBHN staff compiled this information and the RPNAC completed its evaluation of services. Please find attached the results of the survey that was completed by each Center. Committee members and center liaisons identified outliers and preferred practices and determined recommendations to be made to each center based on the outcomes of the evaluation.

### ***FINDINGS AND STATISTICS:***

Findings for FY17 were compiled in spreadsheet. **Survey results are attached. Please note that all Centers participated in the survey; however ACCESS and Andrews Center do not provide this service.**

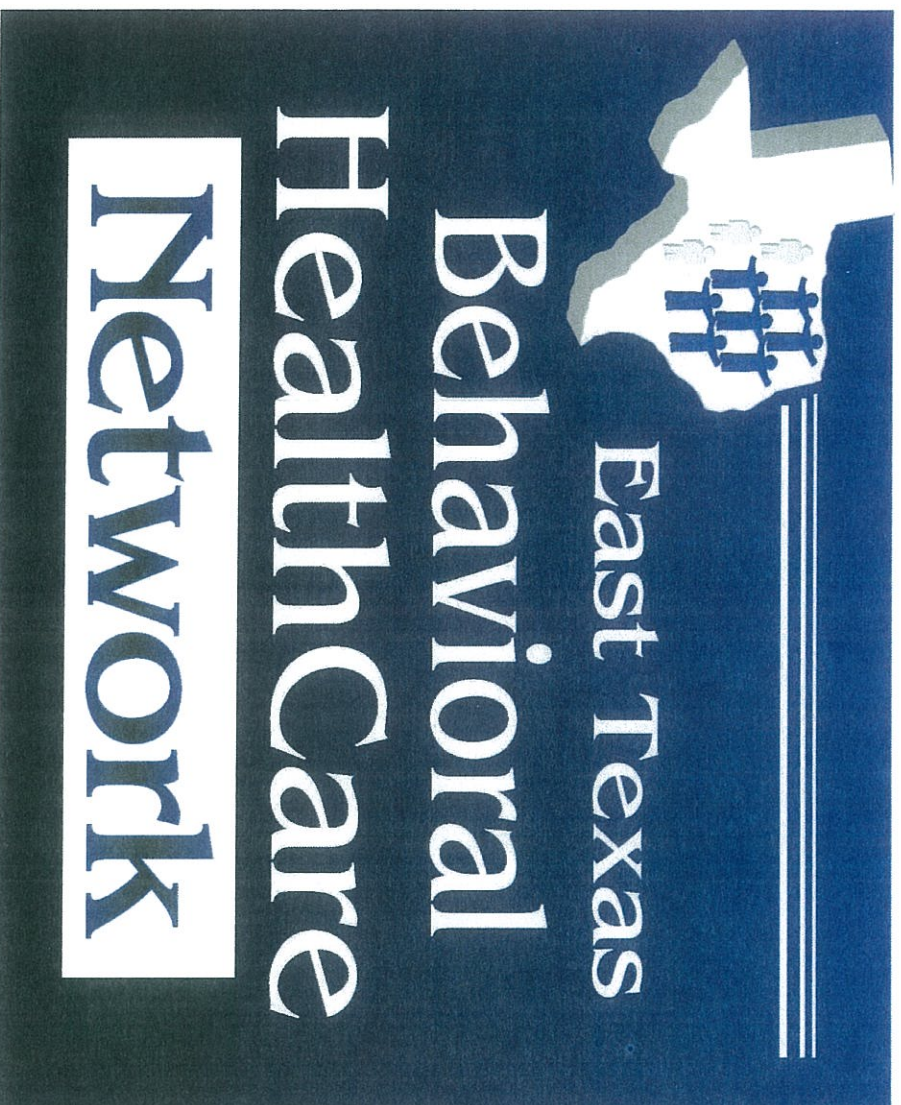
## ***RECOMMENDATIONS:***

The recommendations and comments for GULF COAST CENTER are included in a general format that applies to all Centers in the ETBHN Network. The recommendations are as follows:

- Reimbursement and cost for this service is a problem. Every Center providing this service expressed the high cost of providing transportation and the challenge to operate without some loss.
- Each Center that is providing this service continues to do so because they believe it is the right thing to do.
- It is becoming more and more difficult to continue the service due to financial loss.
- The financial difficulty is largely due to rural areas and route lengths.
- Burke was commended for the organization of their fleet management, replacement of vehicle schedule, and budgeting through each program. It was advised that all Centers providing this service review Burke fleet management procedures.
- It is not just the Community Centers having difficulties. Other community organizations are experiencing the same financial issue. Nursing Homes were specifically cited.
- Collaborations with other community organizations was brought up as a key to helping with this issue.
- Need cost data to really see financial loss. Involving CFO's to gather more information on this would be helpful.
- Need to make sure all alternatives for transportation are exhausted before using Center transportation. Center transportation needs to be last resort.
- To fully explore the issue, it might be beneficial to review transportation practices in mental health side.

## Transportation Survey

### Results

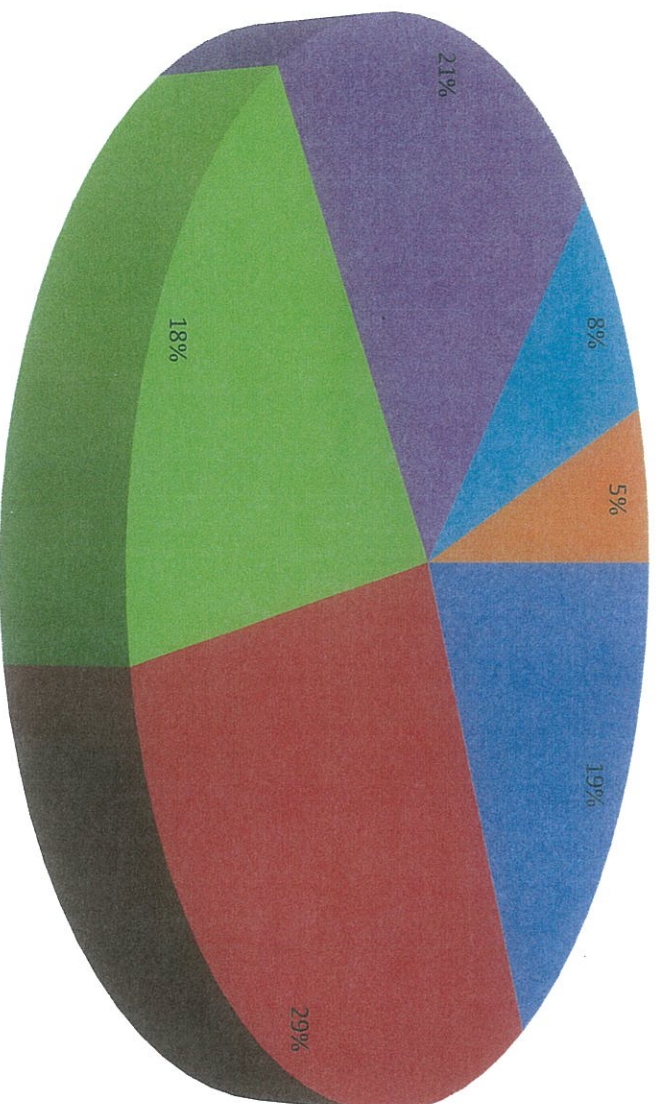


### Data Derived From:

Access  
Andrews  
Bluebonnet  
Burke  
Community Healthcare  
Gulf Bend  
Gulf Coast  
Lakes Regional  
Pecan Valley  
Spindletop  
Tri-County

## How do you provide transportation for persons receiving IDD services?

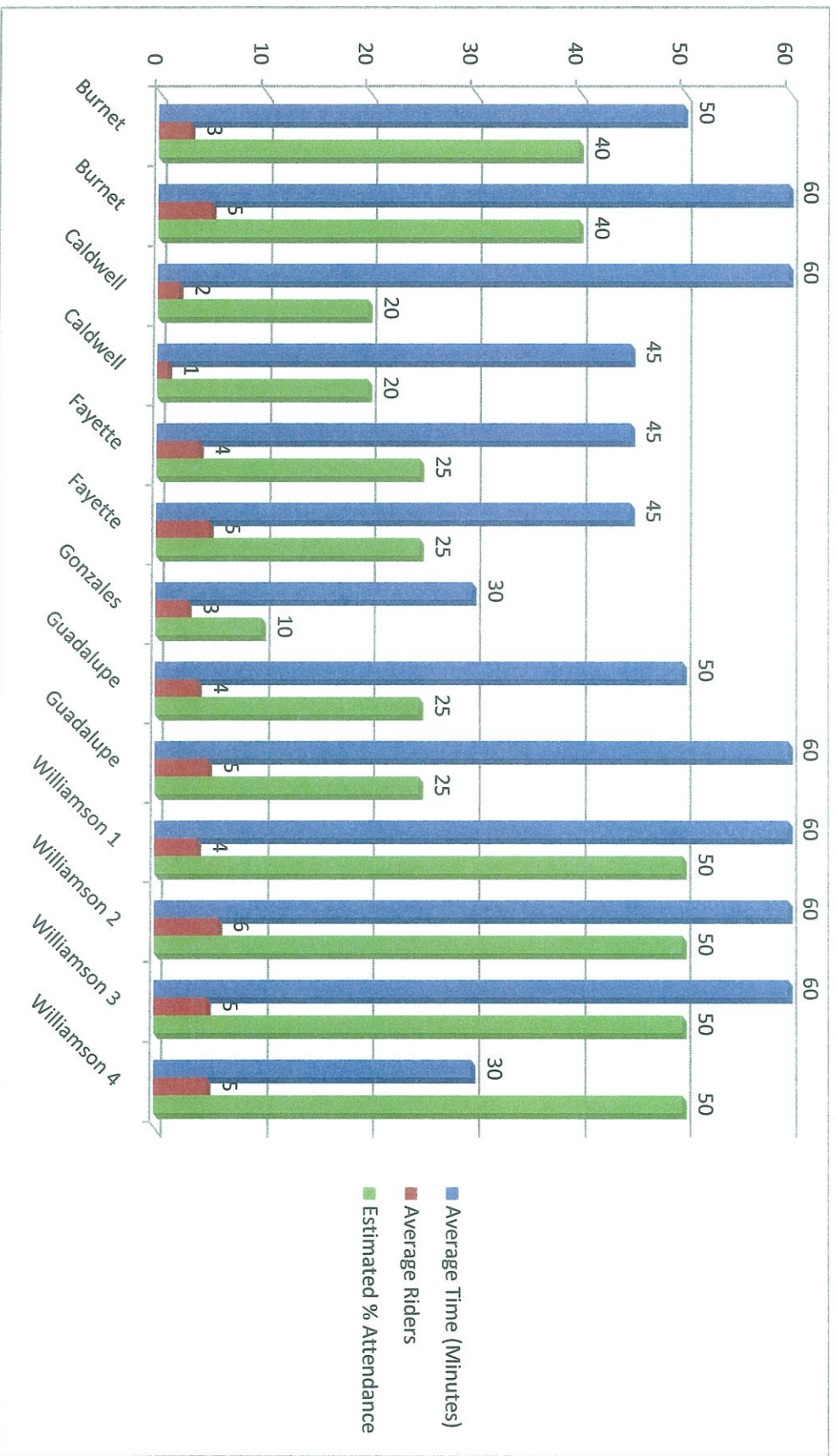
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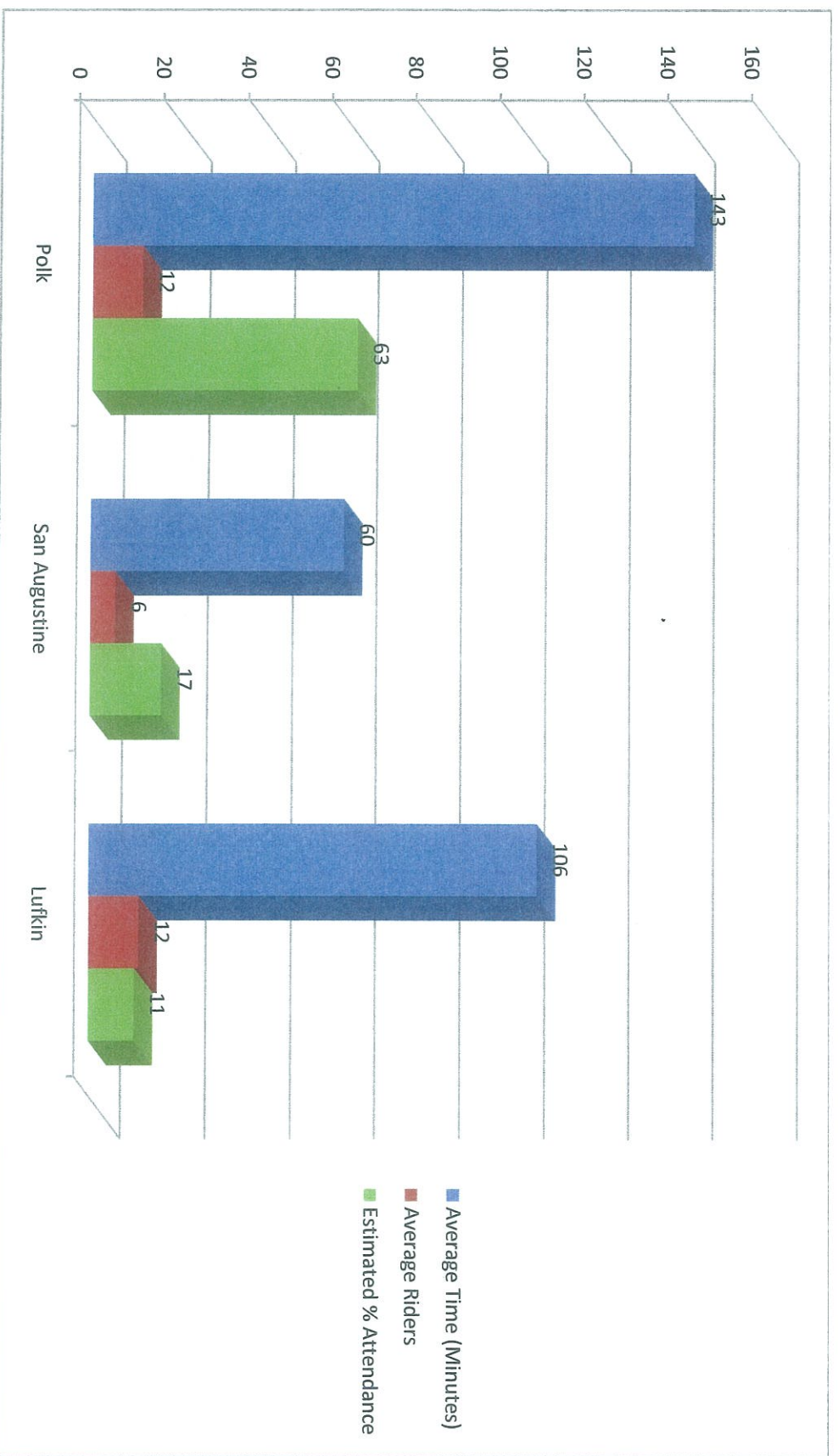
- Personal Vehicles
- Center Vehicles
- Transportation Provider
- Individual/LAR Contract
- Transit System
- Other



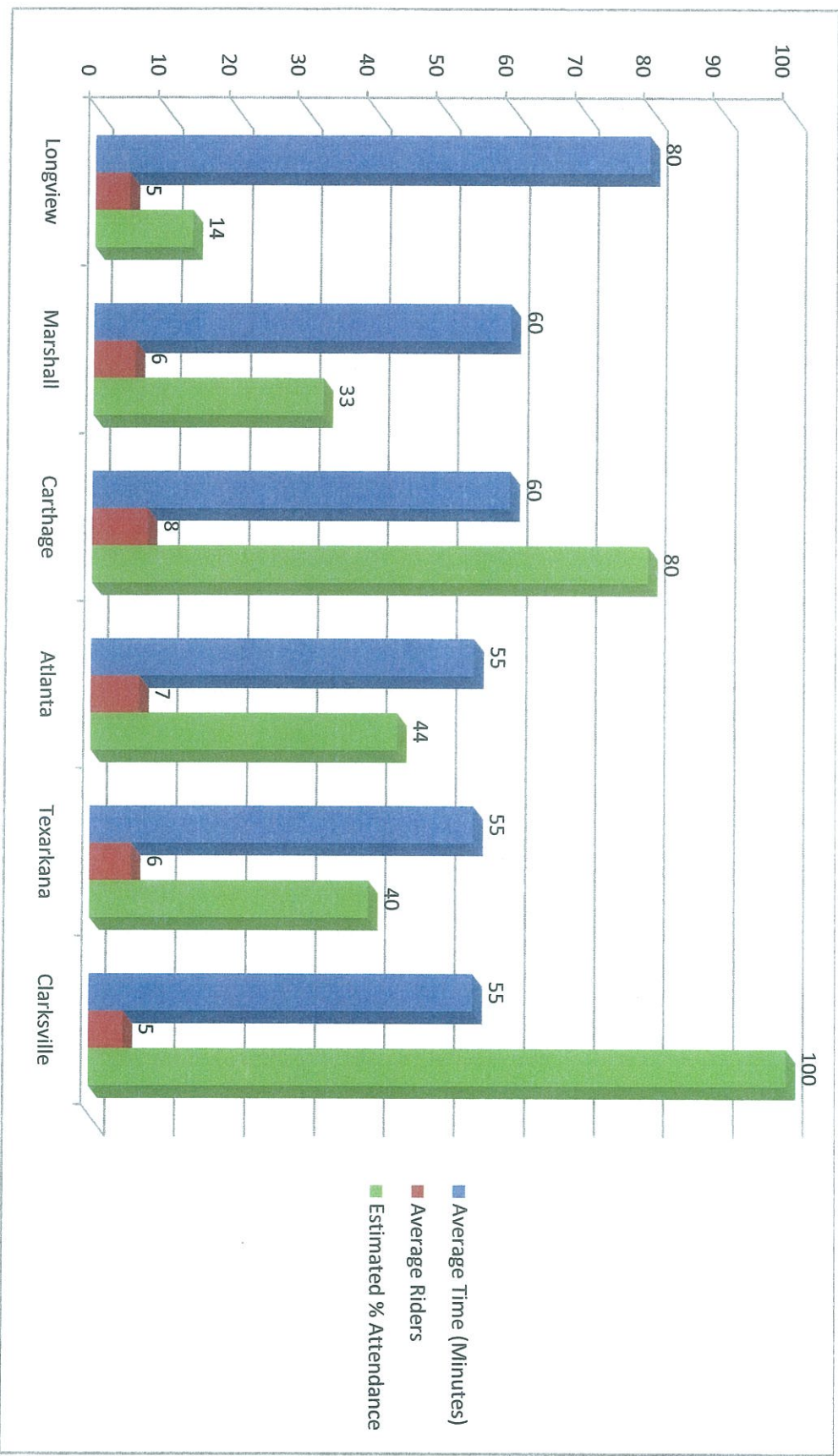
## Day Habilitation Routes (Bluebonnet Trails)



## Day Habilitation Routes (Burke)

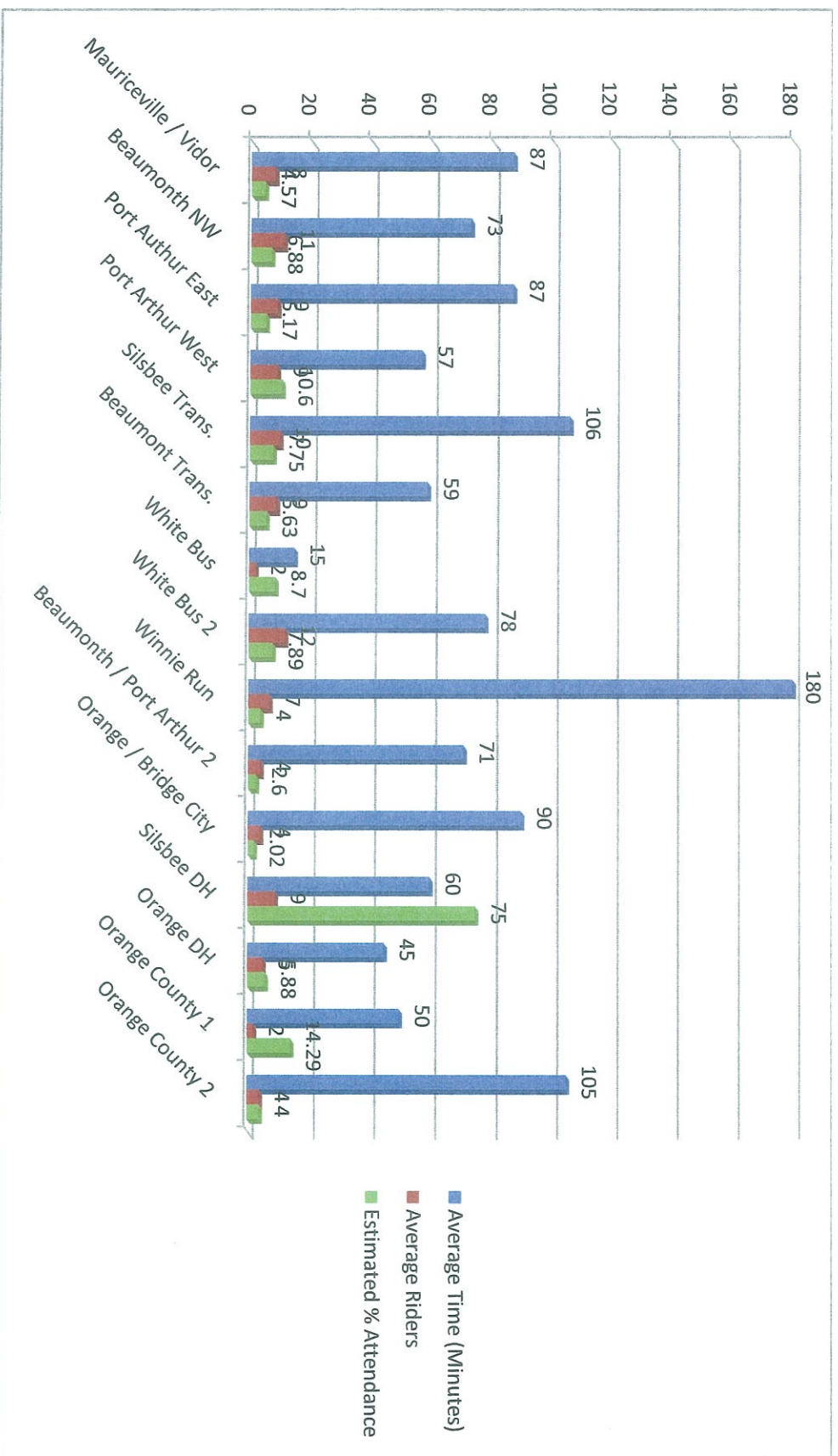


## Day Habilitation Routes (Community HealthCore)



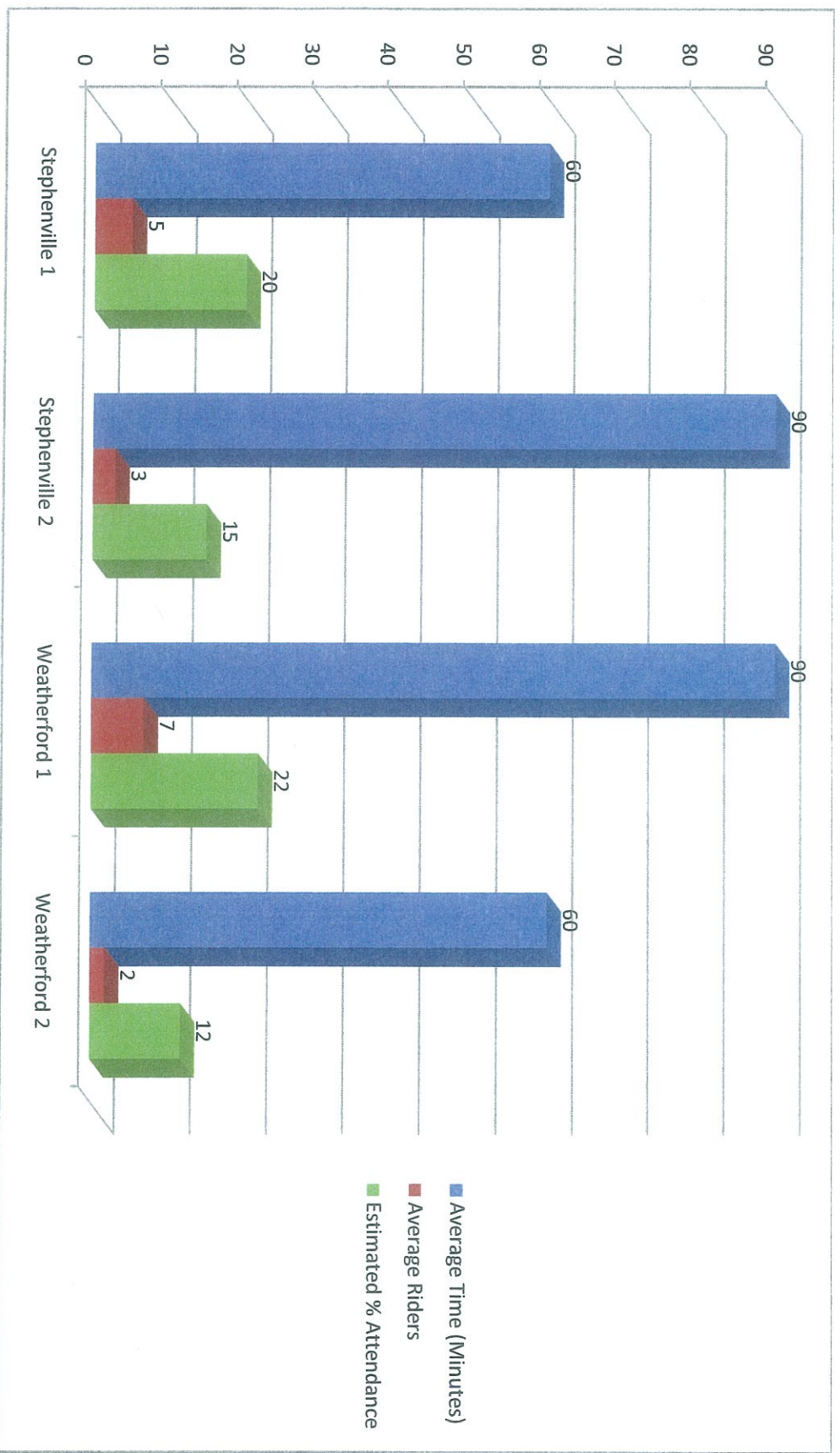


## Day Habilitation Routes (Spindletop)

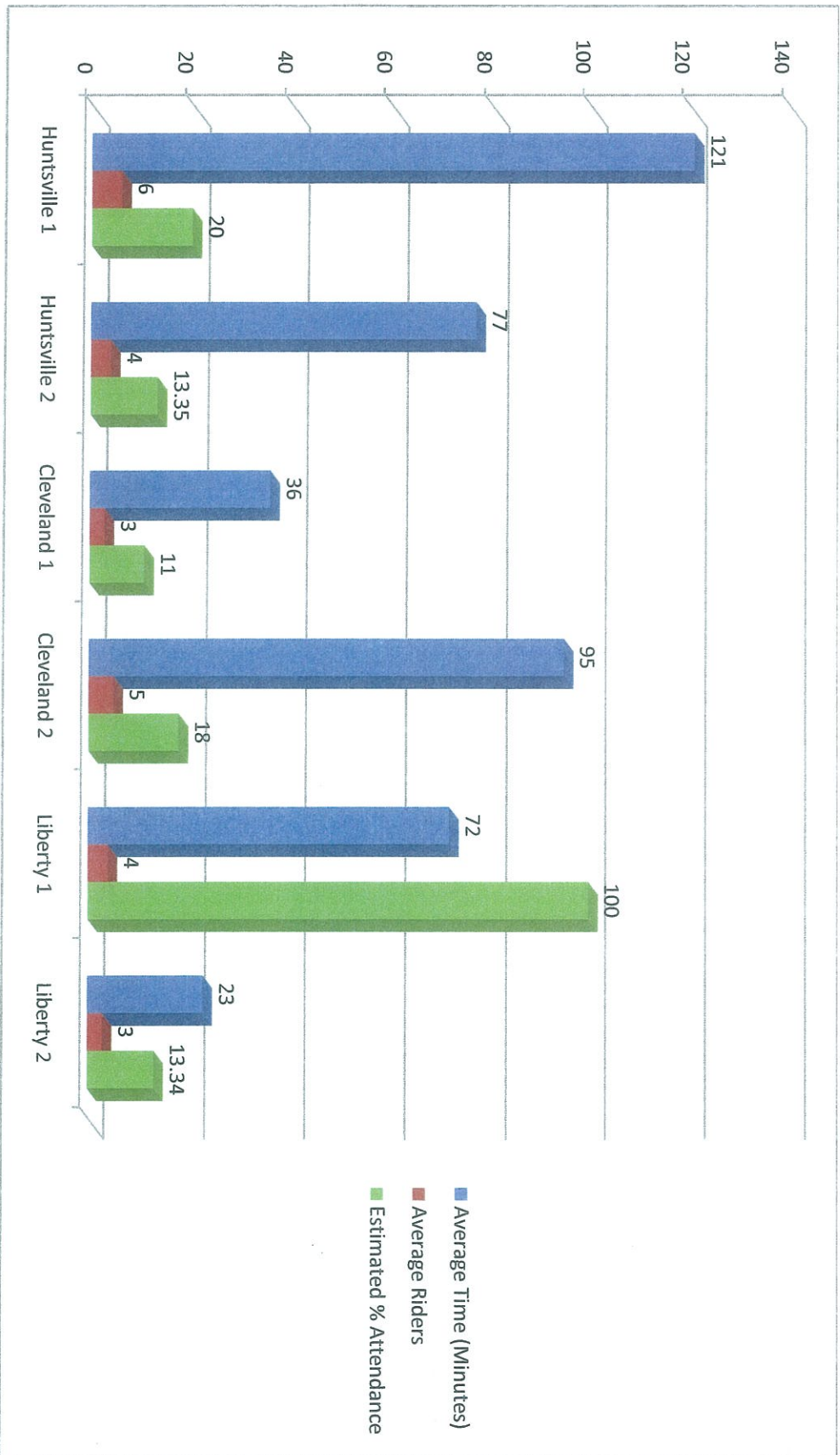




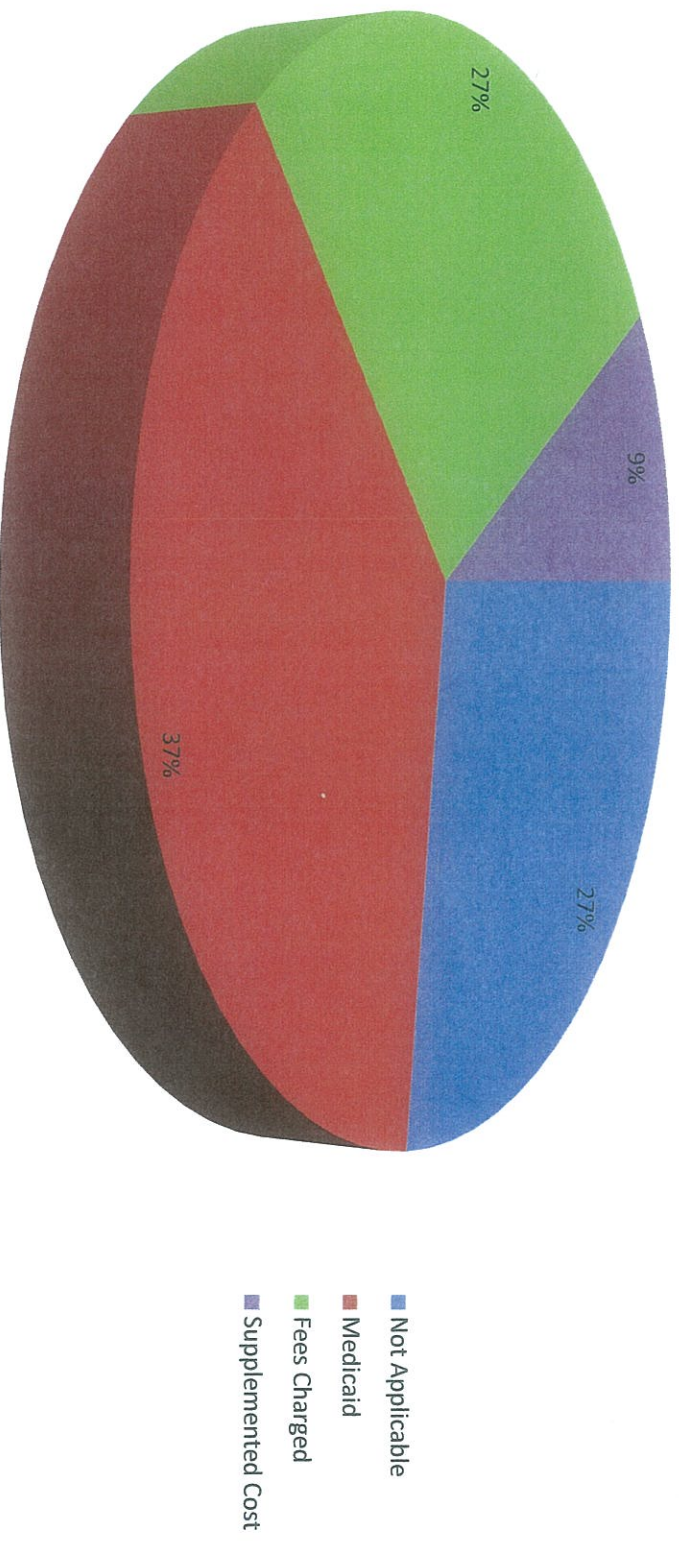
## Day Habilitation Routes (Pecan Valley)



## Day Habilitation Routes (Tri-County)



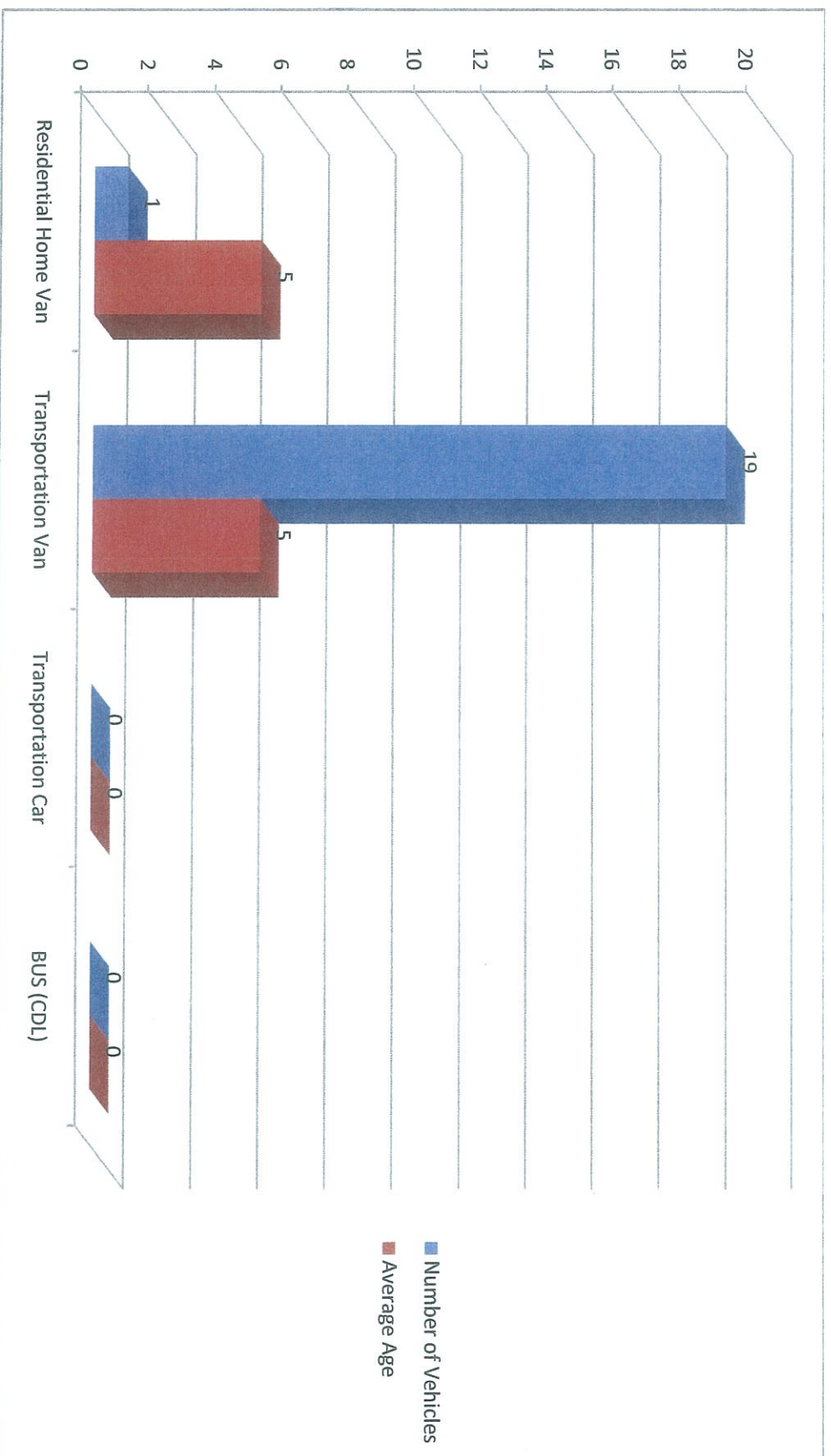
## How are the costs covered for transportation?



- \* **Gulf Bend Center** – Community support staff provides general revenue funds
- \* **Gulf Coast Center** – Federally funded transportation system. All day hab services are privately contracted / some families have personal agreements
- \* **Lakes Regional** – Pays for public transit in areas with no other available options
- \* **Pecan Valley** – Bills SHL or CS transportation code when the individual is in one of the waiver programs
- \* **Tri-County** – Contracts with private day program provider to transport a few individuals at higher cost. Loss is less by paying contractor higher than the reimbursement rate

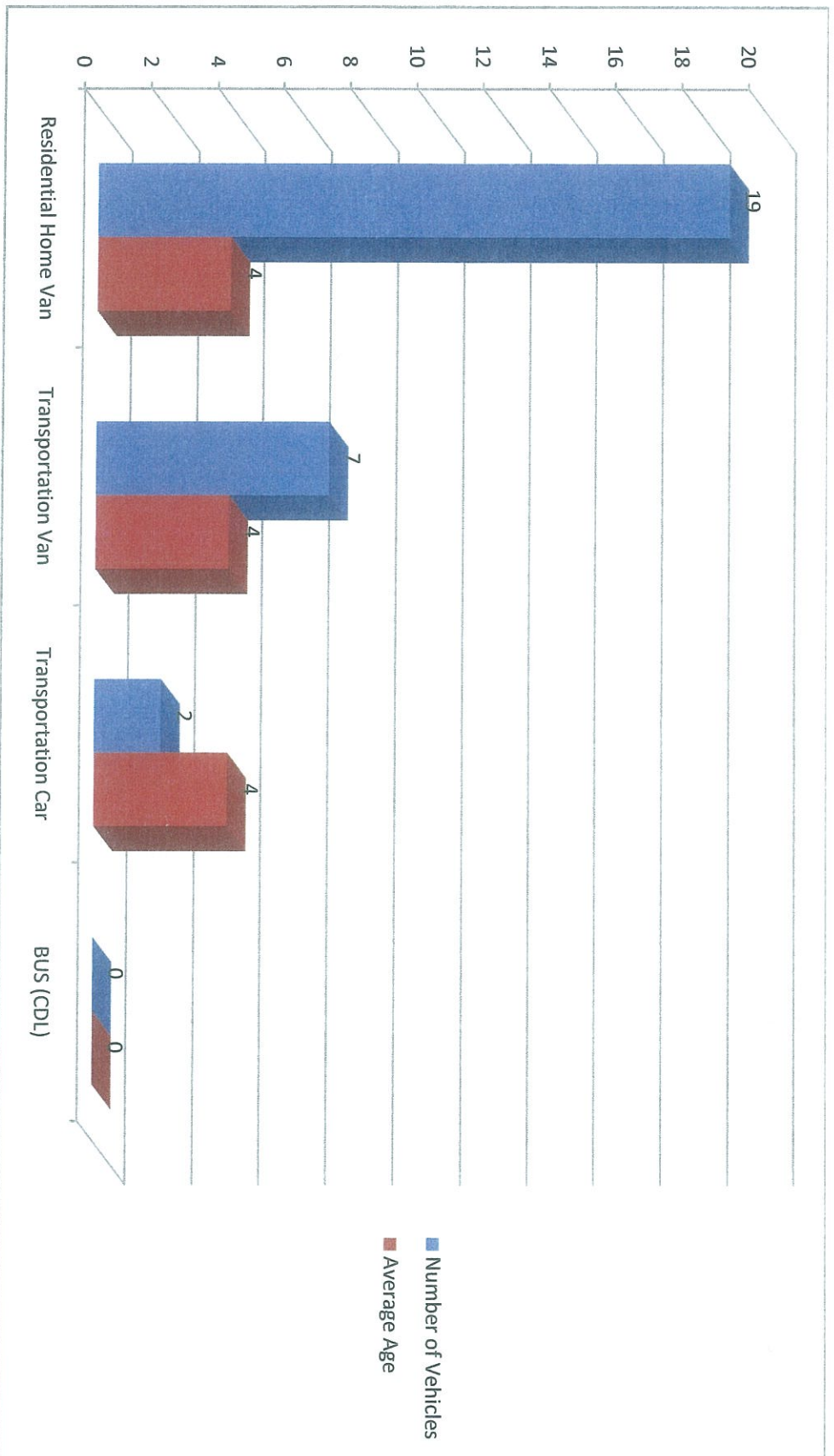


## IDD Transportation Vehicle Fleet (Bluebonnet Trails)



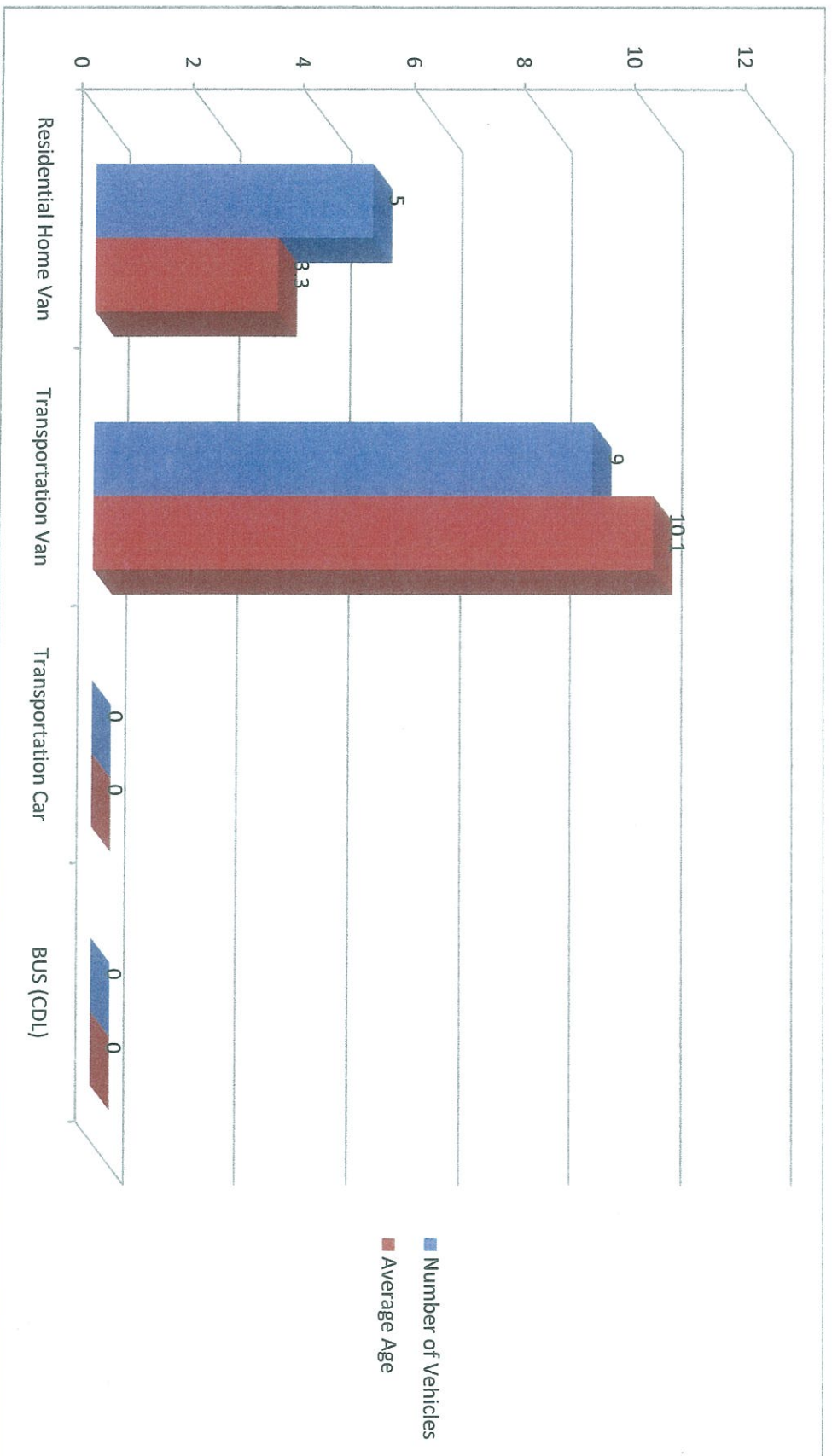


# IDD Transportation Vehicle Fleet (Burke)



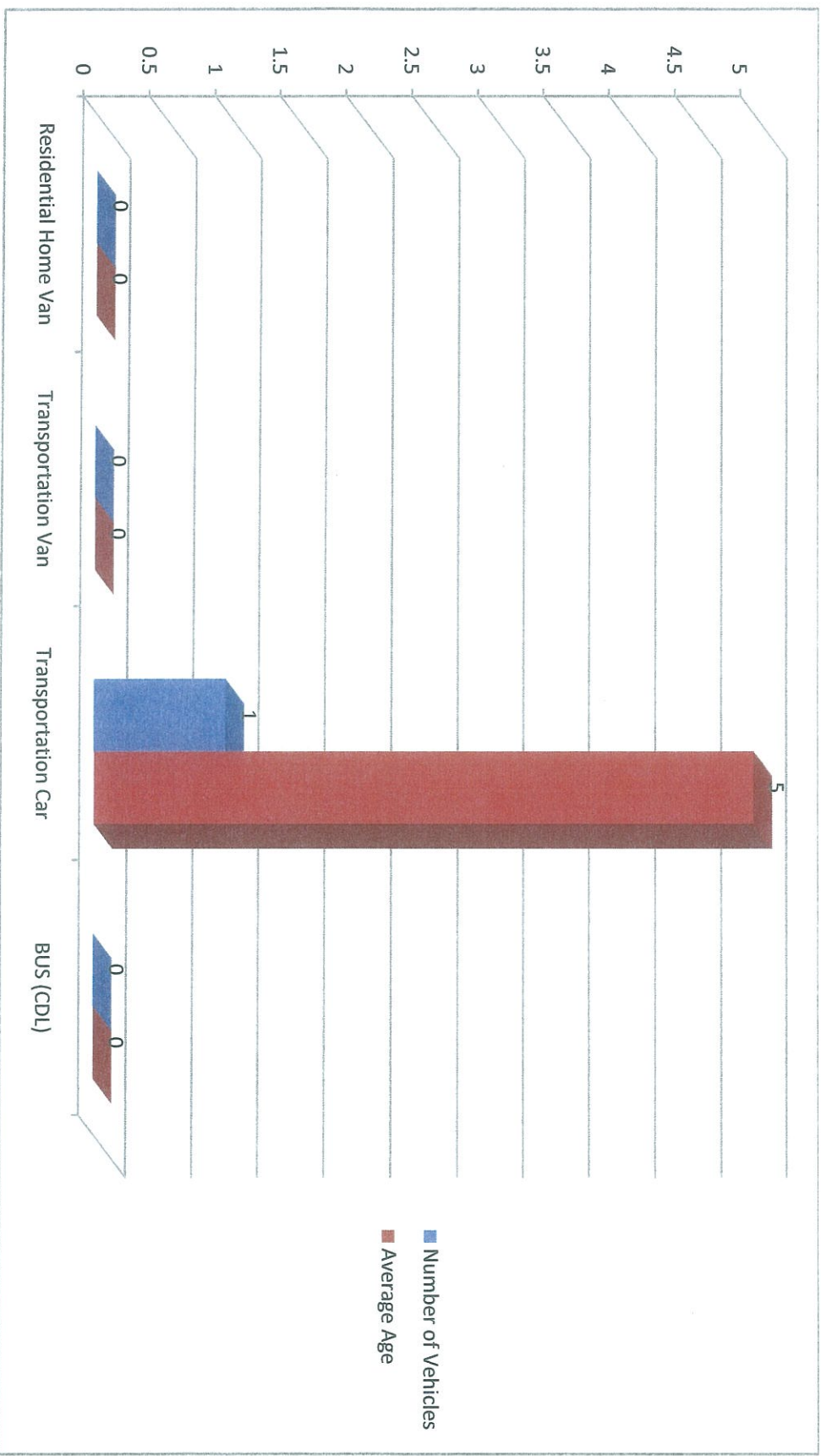
\*No centers use rentals for transportation

## IDD Transportation Vehicle Fleet (Community HealthCore)



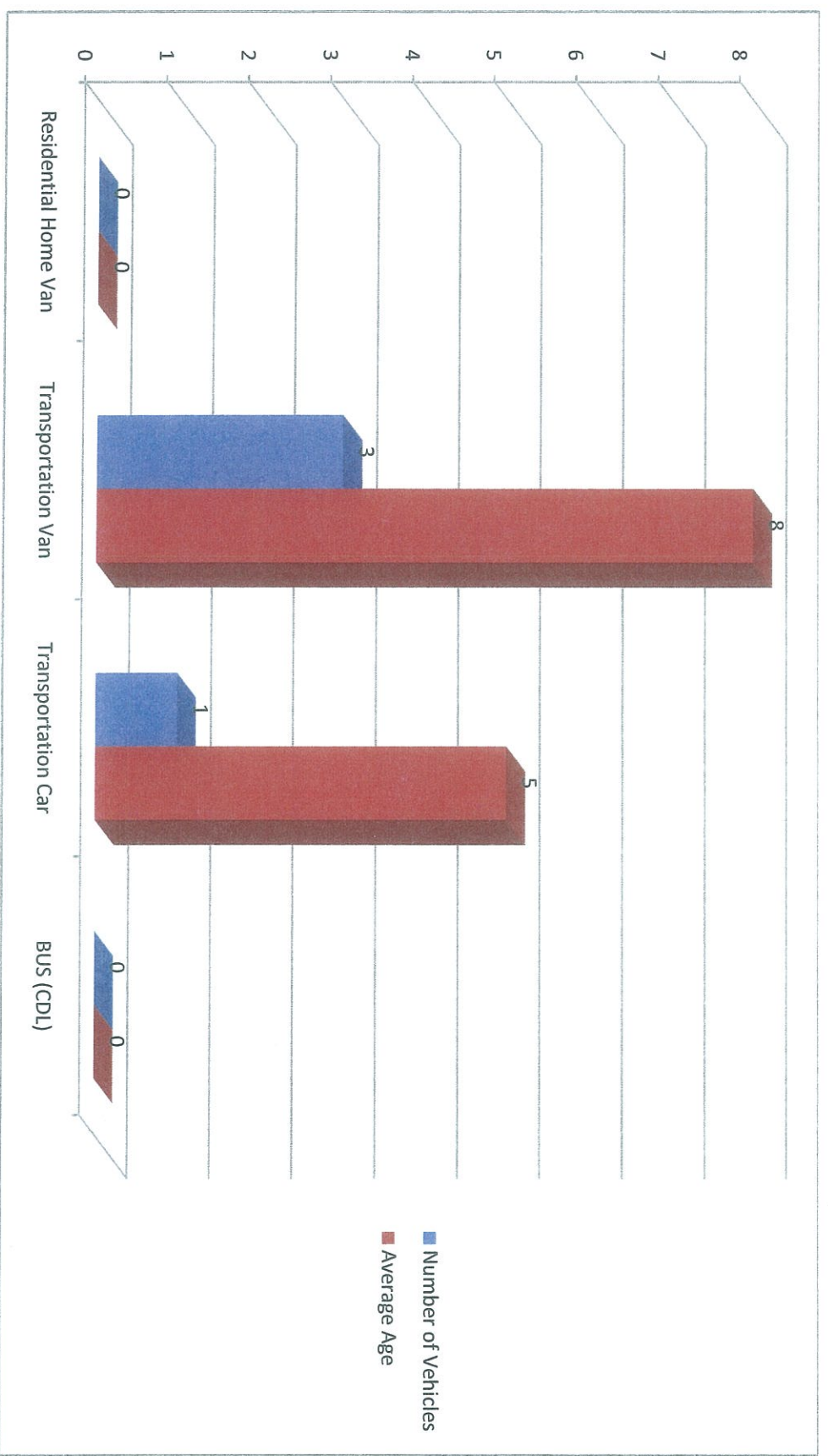
\*No centers use rentals for transportation

## IDD Transportation Vehicle Fleet (Gulf Bend)



\*No centers use rentals for transportation

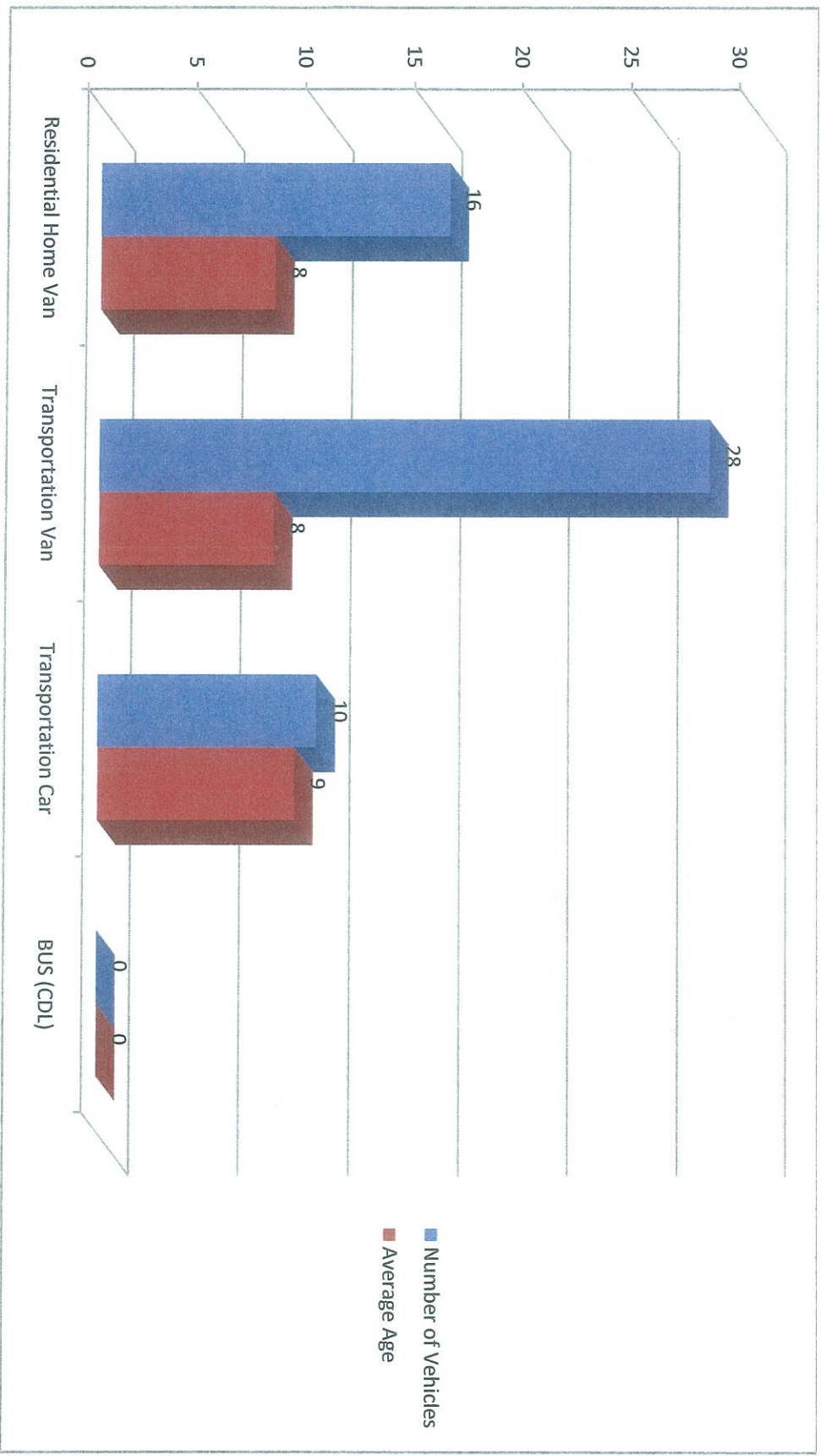
# IDD Transportation Vehicle Fleet (Gulf Coast)



\* No centers use rentals for transportation

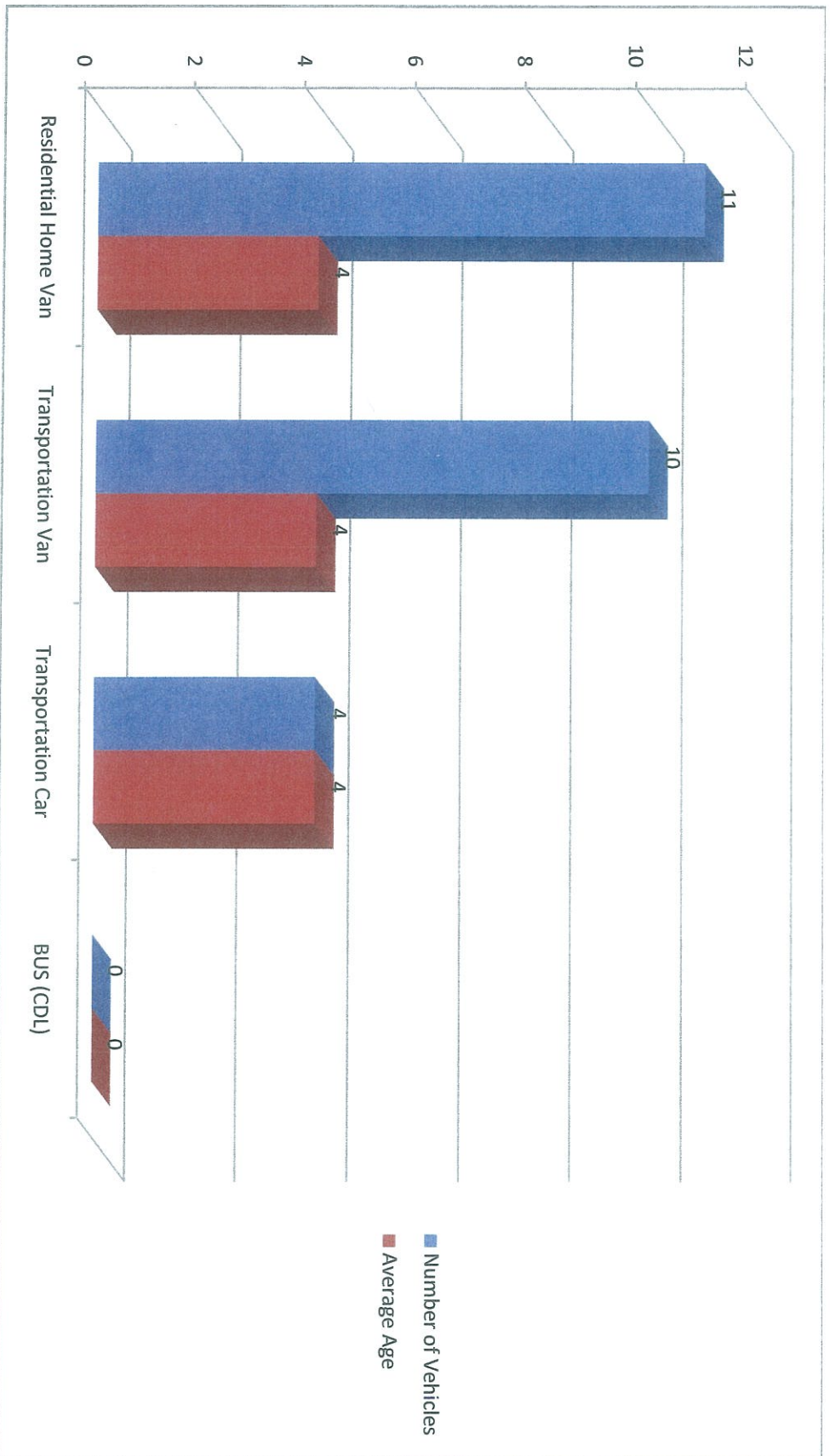


# IDD Transportation Vehicle Fleet (Lakes Regional)

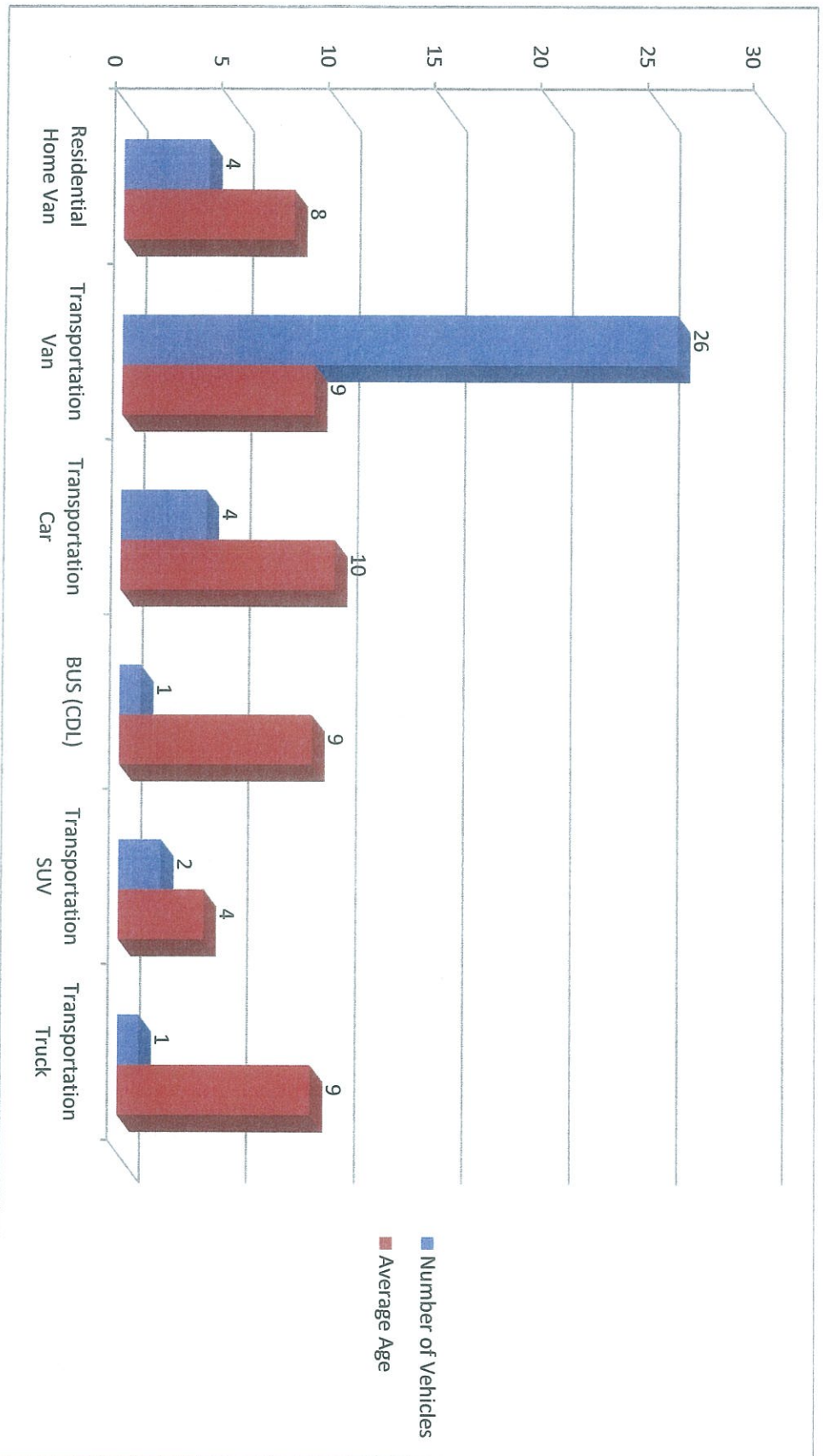


\*No centers use rentals for transportation

## IDD Transportation Vehicle Fleet (Pecan Valley)

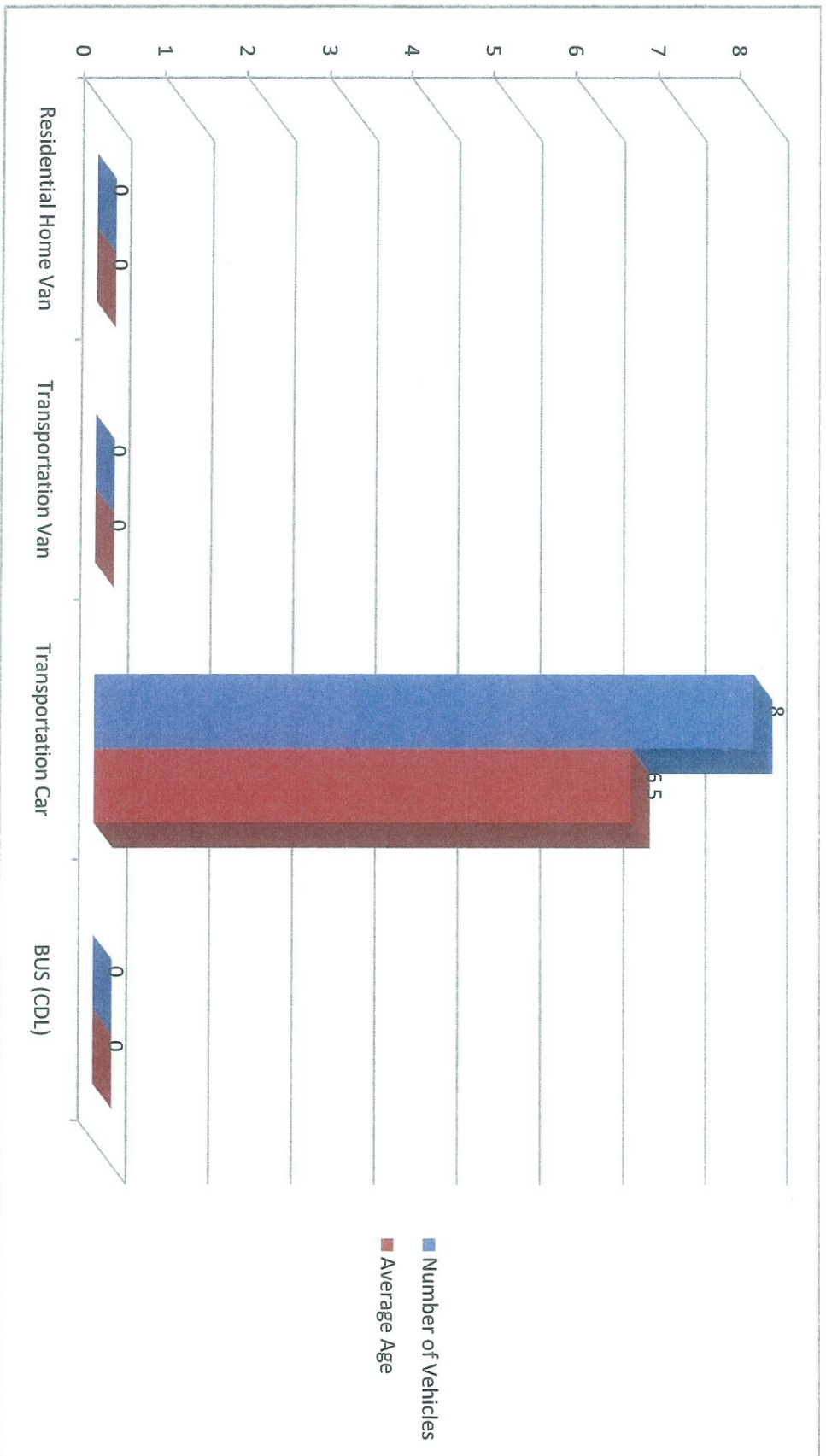


## IDD Transportation Vehicle Fleet (Spindletop)



\*No centers use rentals for transportation

## IDD Transportation Vehicle Fleet (Tri-County)



\*No centers use rentals for transportation



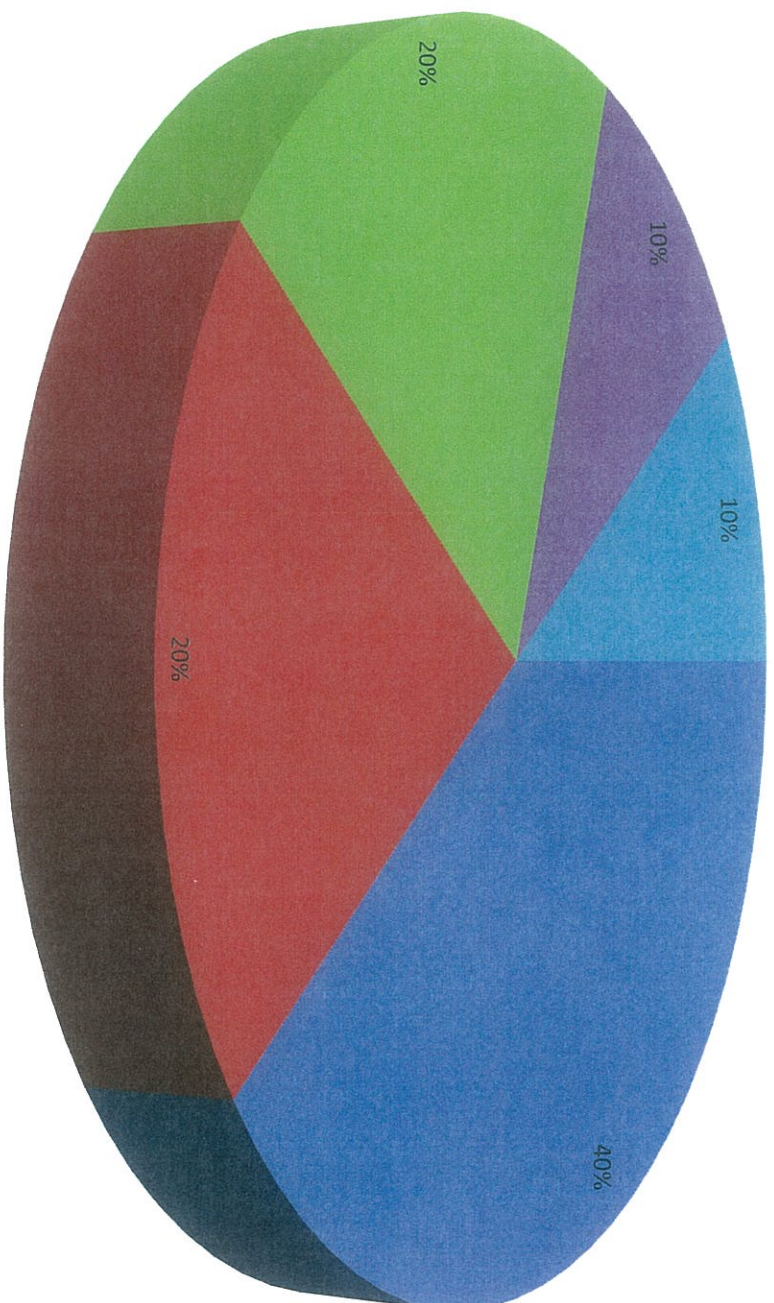
## Fleet Maintenance

24

<b>Bluebonnet Trails</b>	<ul style="list-style-type: none"> <li>• Park at each center.</li> <li>• Inspection and cleaning are staff responsibility.</li> <li>• Use local garages for repair and maintenance.</li> <li>• Corp office sends out yearly registrations and insurance cards.</li> </ul>
<b>Burke</b>	<ul style="list-style-type: none"> <li>• <u>Center-wide Fleet Policy:</u> Regular maintenance schedules, monthly mileage recording, vehicle inspections and registration notices sent from Business Services.</li> <li>• <u>Service Stations:</u> Fleet is mostly located in Lufkin where a preferred repair shop is used exclusively. Permission is granted through COO of any service or tire changes and bill Burke directly. Shop is aware of fleet replacement timelines and deny scheduling of services at end of service.</li> <li>• <u>Fleet Replacement Program:</u> 125 vehicles are managed across all programs; the monthly vehicle log and service stations owner are tools used for which vehicles should be replaced and when. General guidelines include sedans/minivans/passenger vans replaced at 120k-125k miles. Trucks, law enforcement vehicles, and wheelchair vans are replaced between 130k-150k miles. Any vehicles with major issues (powertrain) or frequent repairs are replaced immediately. State contract dealers are used for all purchases and decommissioned vehicles are sent to auction for sale.</li> <li>• <u>Fleet Financing:</u> Burke pays cash for all vehicle purchases. Internal lease-type plans are set up for the programs to pay a monthly fee for each vehicle (\$225 for sedans, \$250 for vans/suv, \$300 for truck/law enforcement, \$375 for WC Vans). Established a "Vehicle Replacement Reserve Account" where usage fees are expensed to the program and credited to the reserve account, and fleet purchases are paid from this fund. Auction sales are credited to this account. When a new vehicle is obtained, their income statement receives revenue and expenses for the purchased value. This prevents unplanned vehicle purchases from blowing a hole in a program's P/L statement. Fleet usage fees generate approx. \$28k / month leaving approx. \$336k budget for annual vehicle replacements.</li> </ul>
<b>Community HealthCore</b>	<ul style="list-style-type: none"> <li>• Monthly inspections, oil changes, keep inside/outside clean, in-shop repairs as needed, and daily inspections.</li> </ul>
<b>Gulf Bend</b>	<ul style="list-style-type: none"> <li>• Staff provides building / maintenance managers with requests for maintenance needs, and service is arranged.</li> </ul>
<b>Gulf Coast</b>	<ul style="list-style-type: none"> <li>• Each vehicle is assigned to staff as the custodian to perform weekly and/or monthly checks on each vehicle.</li> <li>• Mileage, gas, and maintenance reports are completed then sent to the GCC fleet manager.</li> <li>• The fleet manager assists in locating and transporting staff to vendors to drop off or pick up the vehicles being repaired.</li> <li>• The asset manager for CGG monitors and sends monthly reports on vehicle usage, repairs, mileage, etc. to custodians and supervisors.</li> <li>• The asset manager makes recommendations to the management team on need to transfer, purchase, lease, or retire vehicles no</li> </ul>

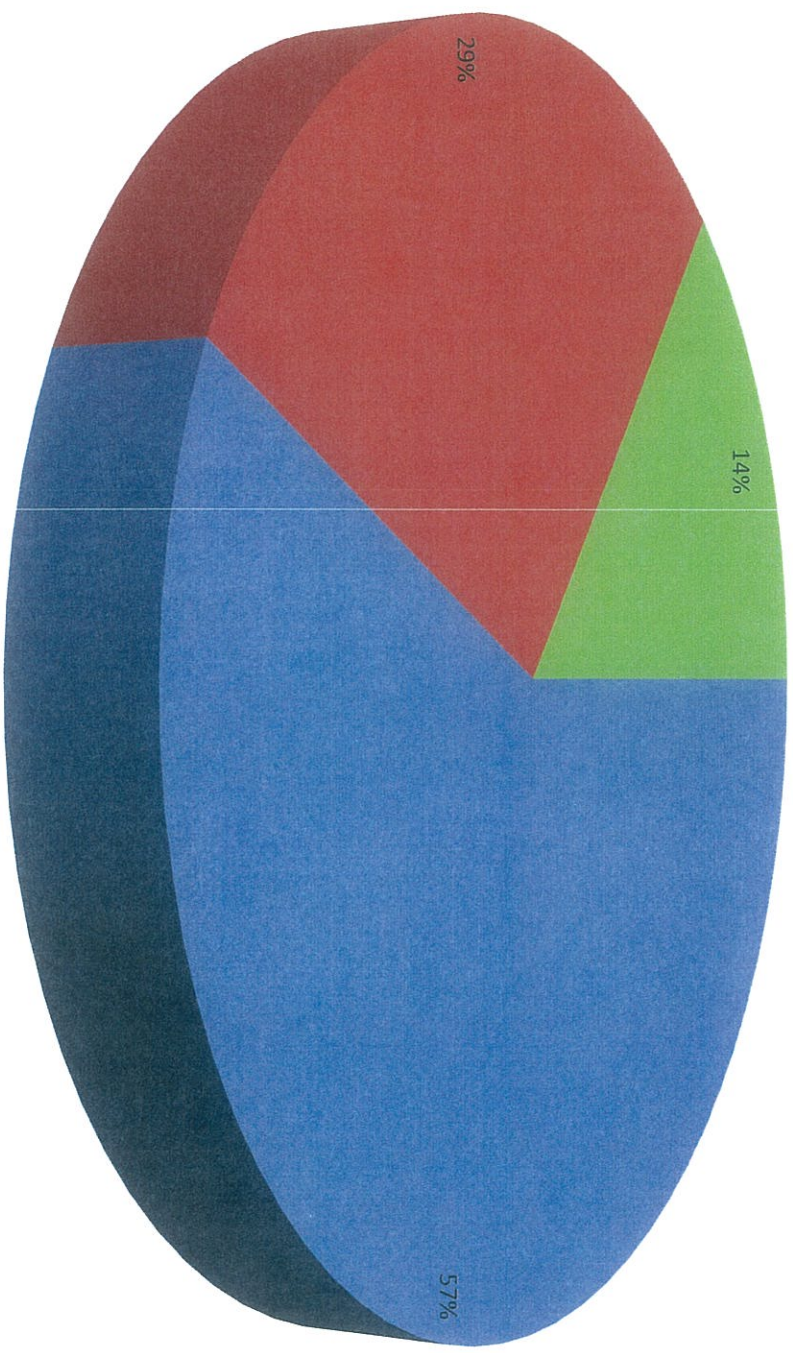
	longer cost effective to maintain.
<b>Lakes Regional</b>	<ul style="list-style-type: none"> <li>• Monthly routine maintenance is performed on an on-going basis.</li> <li>• Each employee is responsible for completing an inspection checklist on the program's assigned vehicles before each use.</li> <li>• Yearly inspections are completed per state guidelines.</li> <li>• Detected issues are repaired in a timely manner.</li> <li>• When repairs and maintenance is needed, local and reputable auto mechanics are utilized.</li> </ul>
<b>Pecan Valley</b>	<ul style="list-style-type: none"> <li>• 10 point checklist and walk around for every new driver</li> <li>• Scheduled oil changes, car washes and other maintenance checks with local service provider</li> <li>• Monitor mileage and replace when mileage is high</li> </ul>
<b>Spindletop</b>	<ul style="list-style-type: none"> <li>• Tire rotations</li> <li>• Oil changes and fluids checked</li> <li>• Concerns noted by each department are reported to maintenance for further inspection.</li> <li>• All services to vehicles are provided through community vendors.</li> <li>• Internal maintenance department completes an inspection of each vehicle prior to returning to the assigned unit.</li> </ul>
<b>Tri-County</b>	<ul style="list-style-type: none"> <li>• Vehicle inspections by staff are done daily before the route begins.</li> <li>• When issues are identified, repair needs are arranged at local vendors.</li> </ul>

## Transportation From Other Providers/Funders (Medicaid / Rural)



■ Medicaid  
■ Rural  
■ No Barriers  
■ Multiple Routes  
■ Varies / Problems

## Mobility Training or Transportation Fees Paid (Medicaid / Rural)

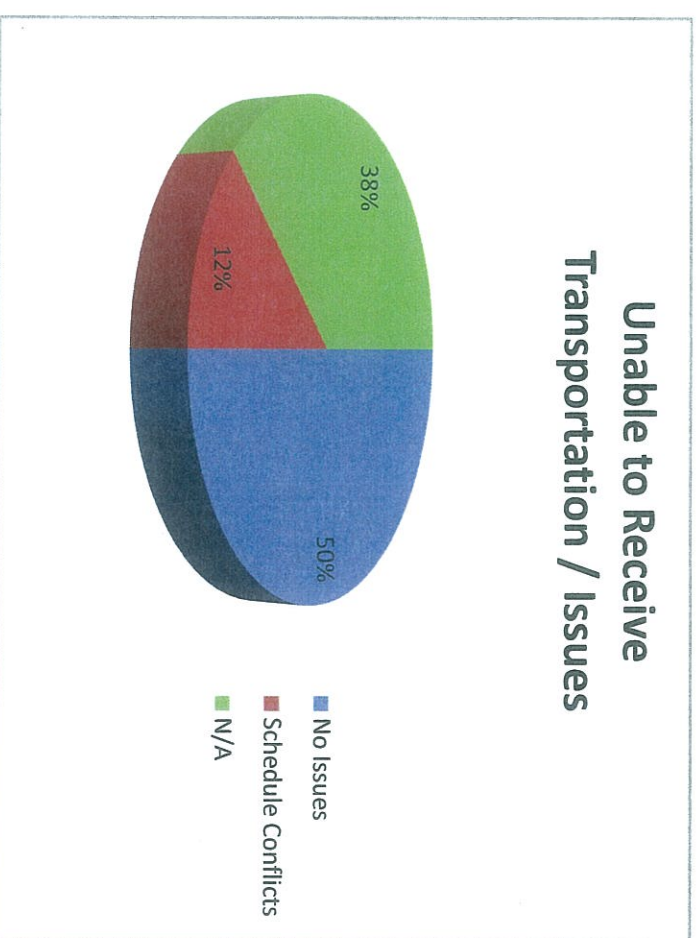


- Yes
- No
- Previously

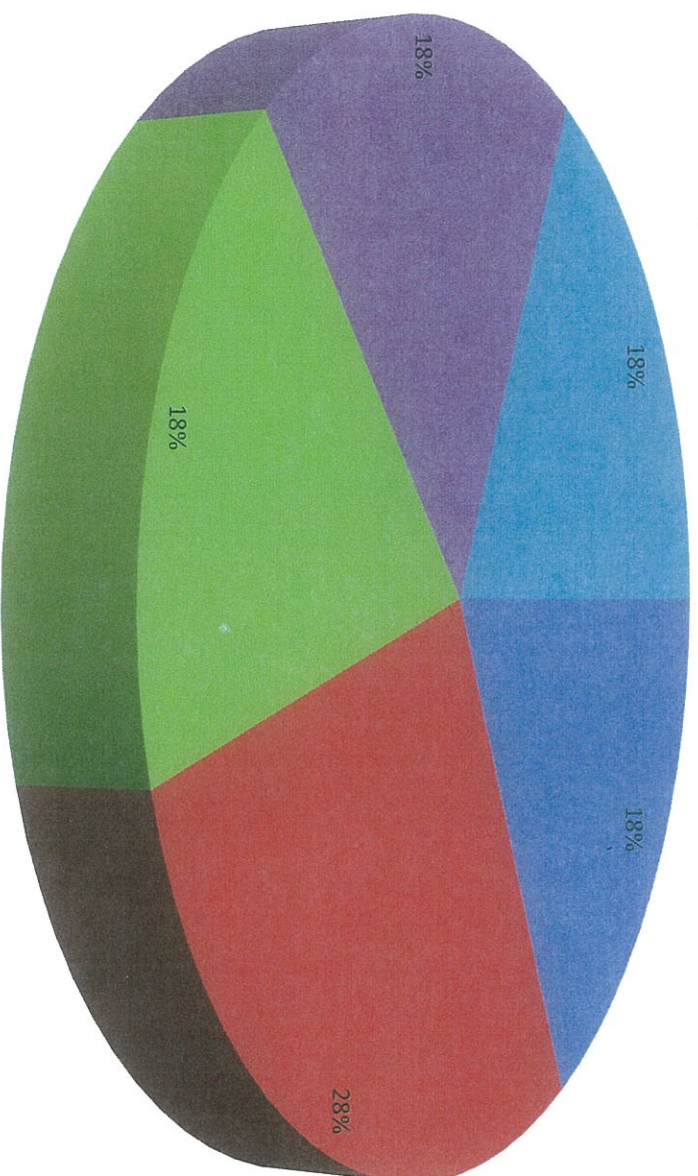


## CDS Transportation

<b>Access</b>	<ul style="list-style-type: none"> <li>CDS is an option only for individuals in waiver programs at our center. Individuals experience an increase in the community integration opportunities and enjoy the interaction it brings.</li> </ul>
<b>Bluebonnet Trails</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Burke</b>	<ul style="list-style-type: none"> <li>In the rural areas, it has alleviated some of the staffing and mileage costs.</li> </ul>
<b>Community HealthCore</b>	<ul style="list-style-type: none"> <li>CDS is their only means of transportation to and from Day Hab.</li> </ul>
<b>Gulf Bend</b>	<ul style="list-style-type: none"> <li>Individuals receiving CDS services have access to transportation because they have chosen the individual and have made it clear that transportation will be needed.</li> </ul>
<b>Gulf Coast</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Lakes Regional</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Pecan Valley</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Spindletop</b>	<ul style="list-style-type: none"> <li>Not a CDS provider and don't provide transportation for individuals utilizing their CDS services for transportation.</li> </ul>
<b>Tri-County</b>	<ul style="list-style-type: none"> <li>Family or consumer controls who is hired to provide the transportation and the rate they pay.</li> </ul>



## Community First Choice



- No Participants
- No Barriers
- Unapproved Drop-off Locations
- Provider Issues
- Lack of Resources

## Specialized Services Issues

<b>Access</b>	<ul style="list-style-type: none"> <li>Access has experienced some barriers with PASSR individuals who wish to participate in outside programming. One of the main barriers is that the nursing facility never has time to transport individuals to outside programming. However, Access is currently working on ways to resolve this such as offering outside programming to those individuals who are interested in increasing their independent living skills in the community. We are contracting with a provider who is willing to provide that need upon the individual's request.</li> </ul>
<b>Bluebonnet Trails</b>	<ul style="list-style-type: none"> <li>Issues, at times, due to individuals requiring a wheelchair lift.</li> </ul>
<b>Burke</b>	<ul style="list-style-type: none"> <li>Currently, Burke is not serving any PASSR individuals transportation. No foreseeable issues are expected except within the rural areas that are currently being served mostly by CDS at this time if there were any PASSR individuals needing transportation.</li> </ul>
<b>Community HealthCore</b>	<ul style="list-style-type: none"> <li>There are many NF's who only have one or two vans for transportation while medical appointments rank higher than day hab. This can affect the resident who wants to attend but can't due to lack of transportation resources.</li> </ul>
<b>Gulf Bend</b>	<ul style="list-style-type: none"> <li>GBC is anticipating transportation issues for individuals who reside in nursing homes and are interested in attending day hab services. Nursing home facilities are usually very limited in regards to transportation needs; their priority would be to ensure that individuals who require transportation to and from all medical appointments. There has been some cost for the day hab provider to provide the services. There has been no further discussion or resolution to this issue.</li> </ul>
<b>Gulf Coast</b>	<ul style="list-style-type: none"> <li>Many individuals in the NF are confined to wheelchairs. The GCC staff providing the services has access to only 2 wheelchair accessible vans; one in Galveston County and one in Brazoria County. There is a growing list of PASSR individuals requesting community access, but providing them with the numbers of times per month they would like to go to an outing has been an issue. Additionally, they contract with approx. 10-12 non-traditional providers for individuals in nursing facilities, but community access is available for only those who are mobile.</li> <li>Some nursing facilities are not willing to provide the transportation to the day programs while others that can are not always able to due to having very limited access to wheelchair accessible vehicles.</li> </ul>
<b>Lakes Regional</b>	<ul style="list-style-type: none"> <li>Many nursing facilities are not willing to transport to day programs.</li> </ul>
<b>Pecan Valley</b>	<ul style="list-style-type: none"> <li>Has not experienced problems yet, but anticipates some issues going forward as they evolve their specialized services.</li> </ul>
<b>Spindletop</b>	<ul style="list-style-type: none"> <li>There is a limited number of wheelchair accessible vans and that are already in services for meeting the needs of individuals living in residential settings and weekday transportation to DH programs. One vehicle requires a driver with a CDL, so it is not available to staff providing independent living skills. Many of our wheelchair vans are several years old, and in addition to the routine maintenance, require frequent repairs. Families of individuals receiving ILS services have also raised concerns about the age of the vehicles and declined services due to the concerns, although, a new wheelchair van that transports up to 4 individuals in wheelchairs has been added to the fleet.</li> </ul>

**Tri-County**

- Transportation to DH site is 30-45 miles one-way in one area. The van servicing this area is full and cannot accommodate additional riders. If the agency were to provide transportation, it would require a 2<sup>nd</sup> route in the same direction and resources are currently not available.
- Nursing homes have expressed they use their vehicle for medical appointments and outings and cannot transport.



## THE GULF COAST CENTER

Regular Board of Trustees Meeting  
Mainland Community Service Center  
7510 FM 1765, Texas City, TX 77591  
Wednesday, February 22, 2017  
6:30 pm



**"Better community healthcare promoting healthy living."**

### Minutes

1. **Call To Order**– Jamie Travis, Board Chair of the Board of Trustees, convened the regular meeting on Wednesday, February 22, 2017 at 6:30 p.m. at the Mainland Community Service Center located at 7510 FM1765, Texas City, Texas.

**The following Board Members were present:** Mary Lou Flynn-Dupart, Linda Coleman, Vivian Renfrow, Stephen Holmes and Caroline Rickaway

**The following Board Members were absent:** Trey Picard, Unexcused; Jaime Castro, Excused

**Also present were:** Melissa Tucker, CEO – Gulf Coast Center, Chris Cahill – Mills, Shirley and other Center staff.

2. **Citizens' Comments:** Jamie Travis-Board Chair introduced the new board member Stephen Holmes. Commissioner Holmes was appointed to the Gulf Coast Center board by the Galveston County Commissioner's Court at their February 14, 2017 meeting.

3. **Program Report:**

Managed Care Change Efforts: Donna Gordon and Virginia Smith reported to the board on the Managed Care Continuous Quality Improvement and Revenue Cycle Management. The work group will focus on the centralized call and scheduling department; develop a front office that will be standardized across Center programs; develop a benefits department that can assist client with any and all benefit needs and create a back office billing department that will efficiently manage all billing and revenue to include timely filing, manage denials and claim appears, accurate monitoring and reporting on all funding streams. The Managed Care Continuous Quality Improvement will work to design the Center's work flow around RCM processes encompassing all aspects, from when a patient first makes an appointment to the time when there is no longer a balance on the account. The goal is to optimize capabilities within the HER working efficiently and providing the best customer service they can.

4. **Board Member Reports:**

- a. Texas Council of Community Centers: Jamie Travis-Board Chair reported that the House and Senate committees were appointed. Jamie gave testimony to the Senate Finance Committee on Article II (HHS) budget on January 31<sup>st</sup>. On February 23 the

House Appropriations Sub Committee on Article II will hear public testimony. The next Texas Council Board meeting is April 28-29, 2017.

- b. Texas Council Risk Management Fund: Mary Lou Flynn-Dupart, TCRMF Board Chair gave a brief update on the Fund. Mary Lou stated that the Center had a good turnout at the Seminar that the Texas Council had in Galveston. The Council is continuing to make money through the Tex Pool.

5. **CEO Report:** Melissa Tucker, CEO introduced the new Human Resources Director, Jeanine McNulty.

- a. Transition Update / CQI Team Progress Summary: Finalizing Phase 2 of Connecting the Dots report next month to include CO-location of programs and new organizational chart. Developed Data Team to collectively focus on outcome-based measures taking into account contract performance requirements, 1115, Managed Care contracts and standards, and measures identified through Texas Council's Healthcare Opportunities Workgroup and Data Evaluation workgroup. The overall goal is to develop a unified data source for all clinical services utilizing our pending Electronic Health Record.
- b. 1115 Waiver Status Report: Preliminary information on years 7 and 8 is available. Outcome-based with increased flexibility to modify service delivery and structure of projects. No longer project based. Measures will be outcome-based for the individuals we identify to receive services (system). Uncertainty at this time on exact measures. Funders are asking participants for input through a survey due at the end of the month.
- c. Communication, Legislative & Community Development Efforts: Commissioner Appfel of Galveston County toured two Center locations yesterday to include Connect Transit, Recovery Services, and Mental Health Services. Planning to hold an Informational Breakfast to invite commissioners, local and state representatives for both Brazoria and Galveston County.

6. **Operations Report:**

- a. IDD Services: Jerry Freshour, COO gave a brief update regarding the program changes and finalizing teams, leadership and communication. Focus on bringing case loads down. Jerry is continuing the process to find a IDD Director.
- b. Adult Mental Health: Sarah Holt, Director of Mental Health Adult Services gave a brief update on the MH Adult Intakes Services and Recovery programs merging with the clinics.
- c. Recovery Services: Monica Mehalshick, Director of Adult Recovery Services gave a brief update on her leadership role with the Recovery Services. The Recovery Program will integrate with MH Adult Services.
- d. Child & Adolescent Services: No Report
- e. MIS: Pam Melgares, Director of IT Services gave a brief update on Streamline. The target go live date is June 21<sup>st</sup>.
- f. Connect: Rick Elizondo, CFO gave a brief update on the purchase of three new buses and received funding for two more buses.

## 7. Budget And Finance Report

- a. Financial Board Monthly & YTD Summary: Rick Elizondo, CFO reported that for the month of January the center had a surplus of \$67,000.00 and for the year \$182,885.46. The Center preliminarily recognized year-to-date operational expenses \$14,257,025.82 and operational revenue of \$14,439,911.28; for an operational balance of \$182,885.46.
- b. Financial & Operational Highlight – Managed Care: No Report

## 8. Consent Agenda.....Linda Bell, RN JD **Consideration and Approval of Recommendations and Acceptance of Consent Agenda Items.** (*Consent agenda items may be pulled from this consideration for individual action or presentation.*)

### a. Review and approval of January 25, 2017 board meeting minutes:

On motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow, the board voted to approve the January 25, 2017 board meeting minutes. The motion carried with all members voting in favor.

### b. Review and approval of January 2017 check register:

On motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow, the board voted to approve the January 2017 check registers. The motion carried with all members voting in favor.

## 9. Action Items.....Linda Bell, RN JD

*All Action items terminate at the end of FY 2017 unless indicated otherwise*

### a. Consider ratification of the MOU with ADAPT Programs to provide DOT qualified Substance Abuse Professional for employees or applicants who violate a Department of Transportation drug and alcohol regulation. Reimbursement rate \$325.00/assessment and referral.

On motion by Mary Lou Flynn-Dupart, seconded by Linda Coleman the board approved the ratification of the MOU with ADAPT Programs to provide DOT qualified Substance Abuse Professional for employees or applicants who violate a Department of Transportation drug and alcohol regulation. Reimbursement rate \$325.00/assessment and referral. The motion carried with all members voting in favor. Caroline Rickaway abstained from the vote.

### b. Consider review and approval of the revised Center Values.

On motion by Mary Lou Flynn-Dupart, seconded by Caroline Rickaway the board voted the approval of the revised Center Values. The motion carried with all members voting in favor.

### c. Consider the approval of the revised Recovery Program Policies and Procedures.

On motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow the board voted the approval of the revised Recovery Program Policies and Procedures. Following the discussion the board voted in favor.

### d. Consider approval of the new agreement with Malinka Simmons (Galveston County) for the provision of respite and/or community support services/skills

**training for nursing facilities and mileage rates. Term: February 7, 2017 through August 31, 2017.**

REIMBURSEMENT RATE	
Respite	Standard base level = \$10/hr; Medical/Behavioral need = \$15/hr
Community Support	Standard base level = \$13/hr
Skills Training Nursing Facility	Independent Living Skills \$18/1 per hr
Mileage	0-5=\$3; 6-12=\$6; 13-20=\$9; 20-25=\$15; 33-40=\$18

On motion by Mary Lou Flynn-Dupart, seconded by Linda Coleman, the board voted to approve the new agreement with Malinka Simmons (Galveston County). The motion carried with all members voting in favor.

- e. **Consider approval of the new agreement with Waymaker, LLC as an identified Provider in the IDD Provider Services Network as identified. Term: February 1, 2017 to August 31, 2017.**

Service	Reimbursement																											
Day Habilitation	<p><i>Funding Source: General Revenue</i></p> <table><tr><td>Service</td><td>.50 unit = min. 2 hrs</td><td>1 unit = min. 5 hrs</td></tr></table> <p><u>Direct Service</u></p> <ul style="list-style-type: none"><li>• Day Habilitation \$13.50/ ½ unit \$27.00/unit</li></ul> <p><i>Funding Source: HCS Funded Services</i></p> <table><tr><td></td><td colspan="3"><u>Unit Rate</u></td></tr><tr><td>Service</td><td>.50 unit</td><td>.75 Unit</td><td>1 unit</td></tr><tr><td>• LON 1</td><td>\$10.48</td><td>\$15.72</td><td>\$20.95</td></tr><tr><td>• LON 5</td><td>\$11.66</td><td>\$17.49</td><td>\$23.32</td></tr><tr><td>• LON 8</td><td>\$14.11</td><td>\$21.17</td><td>\$28.22</td></tr><tr><td>• LON 6</td><td>\$19.03</td><td>\$28.55</td><td>\$38.05</td></tr></table>	Service	.50 unit = min. 2 hrs	1 unit = min. 5 hrs		<u>Unit Rate</u>			Service	.50 unit	.75 Unit	1 unit	• LON 1	\$10.48	\$15.72	\$20.95	• LON 5	\$11.66	\$17.49	\$23.32	• LON 8	\$14.11	\$21.17	\$28.22	• LON 6	\$19.03	\$28.55	\$38.05
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Community Support	<p><i>Funding Source: General Revenue</i></p> <table><tr><td>Service</td><td>Rate</td><td>Timeframes</td></tr><tr><td>• Community Support</td><td>\$19.05/hr</td><td>as Requested (2 individuals those grandfathered in prior to State reduction in General Revenue)</td></tr><tr><td>• Community Support (GR)</td><td>\$13.00/hr</td><td>as Requested (for any additional individuals requesting contract agency community support services over the two grandfathered individuals)</td></tr></table> <p><i>Funding Source: HCS</i></p> <table><tr><td>Service</td><td>Rate</td><td>Timeframes</td></tr><tr><td>Community Support</td><td>\$19.05/hr</td><td>as Requested</td></tr></table>	Service	Rate	Timeframes	• Community Support	\$19.05/hr	as Requested (2 individuals those grandfathered in prior to State reduction in General Revenue)	• Community Support (GR)	\$13.00/hr	as Requested (for any additional individuals requesting contract agency community support services over the two grandfathered individuals)	Service	Rate	Timeframes	Community Support	\$19.05/hr	as Requested												
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Specialized Therapies – Individuals in Nursing Facilities	<i>Funding Source: Department of Aging &amp; Disability Services</i>		
	Service	.50 unit = min. 1-2.9 hrs	1 unit = min. 3 hrs
	<u>Direct Service</u>		
	• Day Habilitation	\$18.00	\$36.00

On motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow, the board voted to approve the new agreement with Waymaker, LLC as an identified Provider in the IDD Provider Services Network. The motion carried with all members voting in favor

#### 10. Pending or Revised Action Items.....Linda Bell, RN JD

*Pending or revised items are those items which were on a prior board agenda but not completely resolved or there has been a revision since approval. The items may be listed for update purposes or final action by the Board.*

a. **Consider the approval of the lease with 2015 Shops on the Mainland, LLC of 27,000 square feet at a rate of \$27,000 per month for a five year term from August 1, 2017 through July 31, 2022.**

On motion by Mary Lou Flynn-Dupart, seconded by Vivian Renfrow, the board voted the approval of the lease with 2015 Shops on the Mainland, LLC of 27,000 square feet at a rate of \$27,000 per month for a five year term from August 1, 2017 through July 31, 2022. The motion carried with all members voting in favor.

b. **Consider approval of the Resolution Work Order #7-For Purchase and Delivery of Light Duty (Type #3) Transit Vehicles, in the amount of \$15,000.**

On motion by Mary Lou Flynn-Dupart, seconded by Linda Coleman the board voted the approval of the Resolution Work Order #7-For Purchase and Delivery of Light Duty (Type #3) Transit Vehicles, in the amount of \$15,000. The motion carried with all members voting in favor.

#### 11. Calendar.....Jamie Travis, Board Chair

Date	Event	Time	Location
Wed, March 22, 2017	Board Meeting	6:30 pm	Angleton
Wed, April 19, 2017	Board Meeting	6:30 pm	Texas City
April 26-29, 2017	Texas Council		Austin
Wed, May 24, 2017	Board Meeting	6:30 pm	Angleton
June 28-30, 2017	Texas Council Conference		Moody Gardens, Galveston
July 19, 2017	Board Meeting	6:30 pm	Texas City
August 23, 2017	Board Meeting	6:30 pm	Angleton

**12.Executive Session:** Linda Bell, Director of Legal Affairs informed the board that ON January 26, 2017 the Center received a letter from Mayor Cal Joiner, City of Kemah. The letter was related to the failed Kemah Transit/Parking Terminal project and demanded a refund of the \$250,000 paid less the \$20,000 estimated local share for a net refund of \$230,000 to make the City whole. The Center denies that any such refund is warranted and Rick Elizondo, CFO responded in writing and provided the documentation to Mayor Joiner supporting that tasks and deliverables were approved and completed up until the City of

Kemah decided not to move forward with the project. Linda will update the board of any potential litigation.

*Pursuant to Texas Government Code §551.071 the Board will convene in closed session to discuss legal matters with its Attorney related to open DOL claim and pending or contemplated litigation.*

*As authorized by Chapter 551 of the Texas Government Code, the Board of Trustees reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from its Attorney about any matters listed on the agenda.*

**13. Action Regarding Executive Session: None**

**14. Adjourn:**

There being no further business to bring before the Board of Trustees the meeting was adjourned at 7:31 p.m.

Respectfully,

Approved as to Content and Form,

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Cathy Claunch-Scott

Secretary to the Board of Trustees

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Jamie Travis

Board Chair

**HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 539-16-0072-00001  
AMENDMENT NO. 3**

The Health and Human Services Commission ("HHSC") and **THE GULF COAST CENTER** ("LIDDA"), who are collectively referred to herein as the "Parties," to that certain Performance Contract effective September 1, 2015 and denominated DADS Contract No. 539-16-0072-00001 "Contract", as amended, now desire to further amend the Contract.

**WHEREAS**, this is an amendment to DADS Contract No. 539-16-0072-00001. Pursuant to Senate Bill 200, Texas Legislature, 84<sup>th</sup> Regular Session, this contract transferred from the Department of Aging and Disability Services (DADS) to HHSC.

**WHEREAS**, the Parties desire to clarify or revise, as appropriate, certain: (1) Contract funding allocations; and (2) performance requirements of the LIDDA as identified and summarized below in this Signature Document, and described in greater detail in the corresponding Contract Attachments; and

**WHEREAS**, this amendment will result in an addition of \$46,236.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **ATTACHMENT C** of the Contract, relating to Allocation Schedule, is hereby revised and replaced with new Attachment C.

**SUMMARY OF REVISION.** This amendment provides for the Money Follows the Person FY 2017 allocation of funds for Enhanced Community Coordination and Transition Support Teams for the period January 2017 through August 2017.

2. **ATTACHMENT F** of the Contract, relating to Description of IDD Services, is hereby revised and replaced with new Attachment F.

**SUMMARY OF REVISION.** This amendment adds grid codes for Preadmission Screening and Resident Review (PASRR) Specialized Services and Daily Crisis Respite.

3. **ATTACHMENT G** of the Contract, relating to PASRR Requirements and Enhanced Community Coordination, is hereby revised and replaced with new Attachment G.

**SUMMARY OF REVISION.** This amendment directs the LIDDA to provide the individual served and the Legally Authorized Representative with a description of recommended specialized services (PE Evaluation report); adds section I.(D)(2)(f) directing the LIDDA to ensure the assigned service coordinator for an individual in a nursing facility (NF) documents the coordination and initiation of specialized services within 30 days of the inter-disciplinary team (IDT) meeting; adds section I.(D)(2)(h) to clarify escalation of

non-compliance for initiating specialized services to Consumer Rights and Services; adds section I.(D)(2)(i) to clarify the submission of a monthly report regarding non-compliance for initiating specialized services; adds section I.(C)(2)(d) directing the Diversion Coordinator to coordinate educational activities for referring entities; and deletes “food or” from section II.(B)(1)(b) as food is not an allowable use of designated funds for Enhanced Community Coordination.

4. **ATTACHMENT G-1** of the Contract, relating to reporting of non-compliance to Consumer Rights and Services.

**SUMMARY OF REVISION.** This revision provides the revised format for submission of reports of non-compliance to initiate specialized services to the PASRR unit. The revised form “PASRR Reporting of Non-Compliance” was formerly entitled “PASRR LIDDA\LMHA Report of NF Non-Compliance to Consumer Rights and Services.” This revised form accommodates self-reporting by LIDDAs and continues to be due by the 15<sup>th</sup> of every month for the previous month’s data.

5. **ATTACHMENT H** of the Contract, relating to Authority Functions, is hereby revised and replaced with new Attachment H.

**SUMMARY OF REVISION.** This amendment adds as LIDDA functions: (1) maintaining interest lists regarding Texas Home Living; and (2) the provision of crisis respite and the assignment of a lead crisis intervention specialist.

6. **ATTACHMENT I** of the Contract, relating to Special Terms and Conditions, is hereby revised and replaced with new Attachment I.

**SUMMARY OF REVISION.** This amendment adds factors considered by HHSC before requiring financial documentation monthly submissions.

7. **ATTACHMENT K** of the Contract, relating to Medicaid Provider Enrollment Requirements, is hereby revised and replaced with new Attachment K.

**SUMMARY OF REVISION.** This amendment will: (1) delete the phrase “foster care” and replace it with “host home;” (2) replace the typo “CARE 370” with “CARE C70;” and (3) add new requirements to section N of Attachment K, relating to form 1052 (Public Provider Choice Request).

8. **ATTACHMENT M** of the Contract, relating to Options for IDD Services and Supports, is hereby revised and replaced with new Attachment M.

**SUMMARY OF REVISION.** This amendment adds to section II.B of Attachment M, the requirement that the primary correspondent sign form 8648 (Identification of



Preferences) if the primary correspondent is physically present when such form is completed.

9. **ATTACHMENT N** of the Contract, relating to the IDD Submission Calendar, is hereby revised and replaced with new Attachment N.

**SUMMARY OF REVISION.** This amendment adds an annual deadline for PASRR Service Coordination caseload methodologies and monthly submission deadlines for:

- (i) PASRR Specialized Services invoices;
- (ii) Money Follows the Person-related travel logs; and
- (iii) Report of Non-Compliance to Consumer Rights and Services

10. **ATTACHMENT P** of the Contract, related to Guidelines for Determining Less Restrictive Setting, is hereby revised and replaced with new Attachment P.

**SUMMARY OF REVISION.** This amendment clarifies references to Attachment M relating to Options for IDD Services and Supports.

11. **FORM S** of the Contract, related to Contact List, is hereby revised and replaced with new Form S.

**SUMMARY OF REVISION.** This amendment adds the Lead Crisis Intervention Specialist and Enhanced Community Coordination contact to the contact list.

12. This Amendment No. 3 shall be effective upon execution by HHSC.

13. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

14. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
HHSC CONTRACT NO. 539-16-0072-00001**

HEALTH AND HUMAN SERVICES  
COMMISSION

THE GULF COAST CENTER

\_\_\_\_\_  
Sonja Gaines  
Medical and Social Services  
Associate Commissioner  
Community Services  
IDD & BH Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**Attachment C – Allocation Schedule**

**Attachment F – Description of IDD Services**

**Attachment G – PASRR Requirements and Enhanced Community Coordination**

Attachment G-1: PASRR Reporting of Non-Compliance form

**Attachment H – Authority Functions**

**Attachment I – Special Terms and Conditions**

**Attachment K – Medicaid Program Enrollment Requirements**

**Attachment M – Options for IDD Services and Supports**

**Attachment N – IDD Submission Calendar**

**Attachment P – Guidelines for Determining Less Restrictive Setting**

**Form S – Contact List**

## **The Gulf Coast Center Driver Policy and Acknowledgement**

**Applicability:** This policy applies to any and all Center employees who drive (or have the potential to drive) or transport for Center business. Driving and transporting shall include driving to different Center facilities, traveling on Center business and transporting consumers/clients. This driver policy applies to any employee's operation of a Center-owned vehicle or a personal owned vehicle.

Employees assigned to driving and/or transporting duties ("drivers") must at all times meet the following criteria:

- all drivers must have a current, valid driver's license for the State of Texas; and
- all drivers must maintain a clean driving record, i.e., must remain insurable under the Center's liability insurance policy.
- all drivers must be insurable at the time of hire and any time they are performing driving duties. Insurable shall mean the individual is qualified to be insured or is currently insured;
- any driver with a suspended or revoked driver's license will be taken off driving duties;
- any driver with a suspended or revoked driver's license who has driving or transporting as an essential duty indicated on his/her job description shall be terminated from employment;
- any driver who is required by the Connect Transit to have a commercial driving license (CDL) to perform his/her job duties and his/her CDL is suspended, expired or revoked shall receive disciplinary action including a potential job reassignment reflecting an hourly reduction in pay and/or hours or immediate termination of employment if an alternate assignment is not feasible or available;
- any driver who becomes uninsurable (as determined by the Center's insurance carrier) may be terminated from employment;
- drivers who are reassigned due to uninsurability, lack of a clean driving record, or lack of a valid driver's license may either accept whatever alternative assignments the Center may give them (understanding that a reduction in pay may result from the reassignment), or shall be terminated;
- any employee performing driving duties agrees to report any and all accidents (whether on duty or off) in which they are involved as a driver or any violations of any motor vehicle laws for which they are cited by a law enforcement authority; such report to the Center shall be made immediately or as soon as possible following the event;
- failure to promptly report accidents or motor vehicle law violations will result in disciplinary action, up to and possibly including discharge from the Center; and
- any driver (whether on duty or off) involved in an accident or cited by a law enforcement official for violating a motor vehicle law must turn over any documentation relating to such incident as soon as possible to the Center's HR department, and must cooperate with the Center in verifying the information with other parties involved and with law enforcement authorities.
- all drivers shall complete the TCRMF defensive driving training as instructed by the Center's Chief Human Resources Officer.

Any employee driving a Center vehicle or driving on Center business must observe all safety, traffic, and criminal laws of this state. No driver may consume alcohol or illegal drugs while driving a Center vehicle, while on Center business, while in a Center vehicle, or prior to the employee's shift if such consumption would result in a detectable amount of alcohol or illegal drugs being present in the employee's system while on duty. In addition, no driver may consume or use any substance, regardless of legality or prescription status, if by so doing, the driver's ability to safely operate a motor vehicle and carry out other work-related duties would be impaired or diminished. No driver may pick up or transport non-employees while in a Center vehicle or on Center business, unless there is a work-related need to do so. Any illegal, dangerous, or other conduct while driving that would tend to place the lives or property of others at risk is prohibited.

Anything a driver does in connection with the operation of motor vehicles can affect that driver's fitness for duty or insurability as a driver. Regardless of fault, circumstance, on- or off-duty status, time, or place, any driver who receives a traffic citation from or is arrested by a law enforcement officer, or who is involved in any kind of accident while driving, must inform his/her immediate supervisor as well as the Chief Human Resources Officer about the incident immediately or as soon as possible thereafter. Any penalty, fine, imprisonment, fee, or other adverse action imposed by a court in connection with such an incident must be reported immediately and is the personal financial responsibility of the employee. In both of the above situations, the matter will be reported to the Center's insurance carrier so that a prompt decision on continued coverage of the employee can be made. The driver involved in an accident or cited by a law enforcement official for violating a motor vehicle law must turn over any documentation relating to such incident as soon as possible to the Center, and must cooperate fully with the Center in verifying the information with other parties involved and with law enforcement authorities. While parking tickets will not affect a driver's insurability, any parking ticket issued on a vehicle that is being used for Center business should be reported to the employee's immediate supervisor at the earliest possible opportunity. An incident report must be completed for any accidents, incidents or tickets.

The following are the guidelines the Texas Council Risk Management Fund (the Center's insurer) follows to determine uninsurability ("poor driver"). A total of 4 points determines uninsurability.

- One or more at-fault accidents in the last three years (2 points each);
- One or more moving violations in the last three years (1 point each);
- Two or more moving violations during one incident on the same day (1 point);
- One or more Driving While Intoxicated (DWI), Driving Under the Influence (DUI), or Drug offense in the last three years (4 points) until court date, if convicted still 4 points but if deferred adjudication received may be reinstated;
- Two or more DWIs, DUIs, or Drug offense in the last six years (4 points);
- A moving violation and an at-fault accident (2 points);
- A moving violation and a "no motor vehicle liability" violation (2 points);
- An at-fault accident and a "no motor vehicle liability" violation on same day (2 points);
- One or more "no motor vehicle liability" violations in the last three years (2 points);



- Denied, expired or suspended license is automatic exclusion until proof of valid license is shown;
- Any accident resulting in a claim with the Fund where the details of the accident indicate the employee represents a severe loss exposure if continued to be covered as a driver by the Fund.

An exception to the point system would be an employee excluded as a “poor driver” when the details of the accident indicate the employee represents a severe loss exposure if continued to be covered as a driver by the Fund.

Please note if an employee can provide an accident report for accident violations and it is determined that they were not at-fault, the two points will not be assessed.

Any staff who transport consumers and clients must operate vehicles, both personal vehicles and Center vehicles, with the utmost safety and precaution. If it is determined that an employee’s handling, operating or driving of a vehicle is a risk management and safety issue which could cause detrimental harm to a client or an employee, the employee’s driving record will be reviewed and disciplinary action including termination may occur depending on the facts and circumstances supporting a significant safety risk to those the Center serves or employs.

**Specific to the use of an employee’s own personal vehicle.** An employee's use of his/her personal vehicle while conducting Center business of any type requires that each employee must obtain sufficient automotive insurance coverage to protect the use of his/her automobile. This is considered, at a minimum, to be liability insurance coverage to operate a vehicle while performing business related work. Each employee must obtain a certificate of insurance evidencing automobile liability coverage from the employee's insurance agent and forwarded it to Human Resources immediately upon request.

Conformance to this policy and the associated procedure is considered a condition of continued employment. Where conditions require the ability to transport consumers as an essential job duty, uninsurability may necessitate the termination of the employee due to an inability to perform job duties regardless of whether driving occurs in a personal or Center owned vehicle.

Any employee who violates any part of this policy will be subject to reassignment and/or disciplinary action, up to and possibly including termination from employment. Any employee who becomes uninsurable as a driver shall reasonably expect termination from employment. All employees with driving duties, as defined under Applicability, must sign the following agreement:

**I have read and understand the Center’s Driver Policy, and I agree, in the event that I am ever found to be uninsurable, or that I lack a clean driving record or a valid and current driver’s license, that if necessary, I will accept termination of employment or whatever alternative assignment the Center may give me and that I understand that a reduction in pay, change in hours, change in duties, and/or change in work location may result from the reassignment. I further understand that the Center does not and cannot guarantee that any particular reassignment will be available in the event of a problem with my driver’s license,**

**driving record, or insurability as a driver, and that if no reassignment is possible, termination of my employment will occur.**

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Employee Printed Name

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Employee Signature

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Date

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Procedure:	13.xx Arbitration and Single-employee Resolution Procedure
Policy Reference:	13.64 Conflict Resolution
Origin:	Legal Services
Oversight:	General Counsel
Origination Date:	January 1, 2015 (Board Approval: December 3, 2014)
Revision Date:	March 30, 2017 (Board Approval: April 19, 2017)

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**PURPOSE:** To provide a single mechanism to resolve disputes between the Gulf Coast Center and its Employees

**PROCEDURE:**

Consistent with the laws of the State of Texas, and notwithstanding any provision in an Arbitration Agreement, Center personnel rules, or any other writing that does not expressly purport to modify this specific Employee's employment at-will status, Employee's employment with the Center, regardless of specific job assignment, is, and shall remain, employment at-will. Accordingly, Employee has, and will have, the right to resign from Center's employment at any time, with or without notice, and with or without cause. Similarly, Center may terminate Employee's employment at any time, with or without notice, and with or without cause.

An Arbitration Agreement is not intended to, and does not, alter Employee's at-will employment status with the Center. Employee's at-will employment with Center may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and the Center's Chief Executive Officer or Chief Human Resources Officer. No other representation, whether written or oral may modify this relationship. The terms of this Agreement may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and Center's Executive Director.

Any controversy or dispute between Employee and the Center or any of its constituent members, employees, officers, agents, affiliates, or benefit plans, arising from or in any way related to Employee's employment by the Center, or the termination thereof, including but not limited to the construction or application of this Agreement, shall be resolved exclusively by final and binding single-person arbitration administered by Chris L. Johnson of Johnson & Crew PLLC, Derrick Reed of Smith Reed & Armstrong PLLC or Susan G. Perrin, Arbitrator under current Employment Rules then applicable to the dispute as modified to limit any arbitration to 120 days and to limit discovery to two depositions per side, each no longer than three hours, and to preclude any written discovery beyond fifteen requests for production. Class and/or collective actions are waived and not permitted.

Each Applicant must agree to arbitrate and to waive class and collective action participation and each Employee, without exception, must sign and agree to the terms of the Arbitration Agreement as a condition of employment with the Center.

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**GULF COAST CENTER**  
**AT-WILL EMPLOYMENT AGREEMENT**  
**(Revised March 30, 2017)**

**Specific Revision:** The original At-Will Employment Agreement which was approved by the Board of Trustees on December 3, 2014 has been revised to identify three local arbitrator options instead of utilizing the American Arbitration Association for final and binding arbitration.

This Agreement (the "Agreement") is made effective the 19th day of April 2017 by and between the Gulf Coast Center, a Texas unit of local government under Texas law, with its principal place of business in Galveston County, Texas (hereinafter "Employer" or "Center"), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ County, Texas (hereinafter "Employee").

**WHEREAS,** Gulf Coast Center and Employee desire that Gulf Coast Center employ, or continue to employ, Employee under the terms and conditions set forth below;

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

**Section One—Employment is At-Will**

- 1.1 Consistent with the laws of the State of Texas, and notwithstanding any provision in this Agreement, Gulf Coast Center personnel rules, or any other writing that does not expressly purport to modify this specific Employee's employment at-will status, Employee's employment with Gulf Coast Center, regardless of specific job assignment, is, and shall remain, employment at-will. Accordingly, Employee has, and will have, the right to resign from Gulf Coast Center's employment at any time, with or without notice, and with or without cause. Similarly, Gulf Coast Center may terminate Employee's employment at any time, with or without notice, and with or without cause in compliance with established Center policy and procedure.
- 1.2 Upon separation, Employee is not entitled to anything for accrued or unused sick, vacation (i.e. personal leave), or other benefit pay, although Gulf Coast Center may, in its sole discretion, pay Employee if Gulf Coast Center chooses to do so.



1.3 This Agreement is not intended to, and does not, alter Employee's at-will employment status with Gulf Coast Center. Employee's at-will employment with Gulf Coast Center may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and Gulf Coast Center's Chief Executive Officer. No other representation, whether written or oral may modify this relationship. The terms of this Agreement may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and Gulf Coast Center's Chief Executive Officer.

### **Section Two—Employee's Duties**

2.1 Employee agrees to perform all duties in conformance with all applicable laws and regulations of Texas, the United States, their governmental agencies and, as applicable, all professional standards.

2.2 Employee agrees and acknowledges that continued employment with Gulf Coast Center is conditioned upon, among other things, Employee adhering to and complying with the Center's Business Code of Conduct as well as other business practices and requirements of ethical conduct as might be set forth by Gulf Coast Center, and that at all times Employee's conduct and ethics shall be above reproach.

2.3 Immediately upon the termination of Employee's employment with the Center, Employee shall return to the Center everything in Employee's possession or custody or under Employee's control which contains or relates to any confidential or proprietary information, together with any copies thereof.

### **Section Three—Arbitration Required for All Disputes**

3.1 Any controversy or dispute between Employee and Gulf Coast Center or any of its constituent members, employees, officers, agents, affiliates, or benefit plans, arising from or in any way related to Employee's employment by Gulf Coast Center, or the termination thereof, including but not limited to the construction or application of this Agreement, that might otherwise form the basis of litigation, shall be resolved exclusively by final and binding arbitration under Texas

Employment Rules applicable to the dispute administered by one of the following designated local Arbitrators:

<b>Chris L. Johnson</b> Johnson & Crew PLLC 305 East Main Street League City, Texas 77573 281-895-2410 <a href="mailto:chris@JohnsonCrewLaw.com">chris@JohnsonCrewLaw.com</a>	<b>Derrick Reed</b> Smith Reed & Armstrong PLLC 1920 Country Place Pkwy, Suite 350 Pearland, TX 77584 (281) 489-3934 <a href="mailto:derrick@srappllc.com">derrick@srappllc.com</a>	<b>Susan G. Perrin, Arbitrator</b> 3207 Mercer Street Houston, TX 77027 Phone: 713-572-5000 Fax: 713-551-9301
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It is the intent of the parties hereto that all disputes between them must be arbitrated expressly including, but not limited to, any dispute about the interpretation, validity or enforcement of this Agreement, any claim of employment discrimination, such as, but not limited to, discrimination based on age, disability, national origin, race, or sex, any claim for compensation or benefits, including any claim under the Fair Labor Standards Act, Texas Payday Act (as applicable) or other federal or state statute or regulation, Family Medical Leave Act (FMLA) or related state law or any related regulation, National Labor Relations Act, Americans with Disabilities Act, as amended, or any related state law or regulation of any sort or any other claim, whether contractual, common-law, or statutory, arising out of, or in any way related to, Employee's Agreement and employment with Gulf Coast Center, the termination thereof, or any other matter incident thereto.

3.2 The Parties agree that any arbitration shall take place in Galveston, Texas, or as otherwise mutually agreed by the parties. Notwithstanding the applicable Employment Law and Rules of the Arbitrator which will otherwise govern the arbitration, and except to any modification expressly agreed by all Parties hereto, the Parties expressly agree that;

3.2.1 Any arbitration hearing shall be conducted, and must be concluded, with a decision rendered, within 120 days after the initial claim for arbitration is filed with one of the designated arbitrators by either party, and the arbitrator and parties shall be required to effect a schedule consistent with this absolute deadline; and

3.2.2 Discovery in any arbitration shall be limited to, and the arbitrator shall not be authorized

to expand discovery beyond, the following:

3.2.2.1 Depositions shall be limited to two depositions per side, each of which shall be limited to three hours of testimony taken by each side.

3.2.2.2 Written discovery shall be limited to one set of Requests for Production, limited to no more than fifteen (15) requests and subpoenas for documents from third parties as may be authorized by the arbitrator in the exercise of their discretion. No interrogatories, requests for admissions, or other written discovery shall be permitted.

3.2.2.3 The parties hereto jointly agree that these limitations on timing and discovery are an important and material cost and time saving aspect of their joint agreement to arbitrate, and they shall not be removed or modified except to the extent expressly required by governing Texas or federal law. Accordingly, the parties further jointly agree that, should the designated arbitrator refuse to accept a request for arbitration for any reason, including these agreed limitations, or should the designated arbitrator refuse to enforce such agreed limitations, the parties shall agree to select one of the other designated arbitrators designated by this agreement. If none of the designated arbitrators are available or if all of them refuse to arbitrate a matter for any reason, the parties shall select another local Arbitrator by mutual agreement. If no agreement is reached on the appointment of an arbitrator within 10 days after the initial demand for arbitration, the Gulf Coast Center may request any sitting state district court judge in Galveston, Texas (acting in his or her individual capacity, with no necessity of filing a lawsuit) to appoint a private arbitrator who will arbitrate any dispute in Galveston, Texas using the AAA's rules for employment arbitration, as modified by these agreed limitations.

3.3 In any such controversy, the arbitrator may grant any relief, legal or equitable, interim or final, which could be granted by a court of competent jurisdiction. Further, the parties shall have the right to enforce this Agreement and the prevailing party shall have the right to recover its costs, including both taxable costs and expenses, reasonable and necessary attorney fees, and

arbitration fees and expenses, including the fees of the arbitrator, incurred in enforcement, including any confirmation, modification, or vacatur proceeding or appeal from such proceeding.

3.4 Employee agrees that, in the presentation and resolution of any dispute between Employee and Gulf Coast Center, as well as against Employer's other employees, constituent members, directors or officers, Employee expressly waives the right to participate in any class or collective action and, rather, expressly agrees that Employee will resolve any dispute or claim in a single action between only Employee and Gulf Coast Center and/or Gulf Coast Center's other employees, constituent members, directors or officers. Accordingly, Employee shall neither serve as a class or collective action representative nor shall Employee join, seek or agree to join, actively or passively, or participate in any capacity in any class or collective action, no matter how small or minor, of a claimants' or plaintiffs' group, against Gulf Coast Center and/or Gulf Coast Center's other employees, constituent members, directors or officers.

3.5 This Section 3, including the parties' agreement to arbitrate all disputes and Employee's waiver of any class or collective action, shall survive the termination of Employee's employment with Gulf Coast Center and this Agreement and is governed by the Federal Arbitration Act.

#### **Section Four—General Provisions**

4.1 Any notice or election hereunder shall be made in writing, delivered to the last known address of the other party, and shall be effective upon receipt if hand delivered, or if by mail, upon deposit in the U. S. Mail. Notice by mail shall be sent certified mail.

4.2 No waiver of any provision hereof shall constitute any general waiver of such provisions, but all the terms and conditions hereof shall remain in full force and effect except as in each specific instance the same may be specifically waived.

4.3 The rights and duties of the parties to this Agreement, including but not limited to Section Three of this Agreement, may be assigned, conveyed, or sold by Gulf Coast Center and shall be binding upon Employee. This Agreement is not assignable by Employee to any entity or



person for any consideration whatsoever without Gulf Coast Center's express written consent.

4.4 This Agreement shall inure to the benefit of and be binding upon the parties hereto, their spouses, successors, heirs, legal representatives, or permissible assigns.

4.5 The parties agree the provisions of this Agreement are severable to the extent necessary to make this Agreement enforceable and the invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions hereof.

4.6 This Agreement is made and entered into within the State of Texas and the parties agree it, and Employee's employment with Gulf Coast Center, shall be governed by and construed in solely in accordance with, under, and pursuant to the laws of the State of Texas, and shall be performable in the State of Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

4.7 The parties agree this Agreement embodies all agreements existing between Employee and Employer and that no representative of either party shall have the power to alter or waive any of the terms or conditions hereof except in a separate writing, duly signed by both parties, and then attached hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE GULF COAST CENTER**  
(only 1 of 2 signatures is required)

**EMPLOYEE**

\_\_\_\_\_  
MELISSA TUCKER, LCSW  
Chief Executive Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
JEANINE McNULTY  
Chief Human Resources Officer