

**NUECES COUNTY HOSPITAL DISTRICT  
Board of Managers - Regular Meeting  
Tuesday, June 16, 2020 at 12:00 PM**

**Agenda**

- 1. CALL** **TO** **ORDER**
- 2. ESTABLISHMENT** **OF** **QUORUM**

**3. PUBLIC COMMENT** - Persons wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes. See the "Public Comment" section of the preceding General Information page for additional information.

**4. CONSENT AGENDA** - See the "Consent Agenda" section of the preceding General Information page for an explanation of the Consent Agenda and for additional information.

A. Confirm posting of Meeting's public notice.

B. Approve minutes of May 19, 2020 Board of Managers Regular Meeting.

C. Receive listing of new vendors as of June 10, 2020; listing provided pursuant to Board of Managers Bylaws, Article 2, §2.1 B and Texas Local Government Code, Chapter 176.

D. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2020 year-to-date:

- 1) Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;
- 2) Emergency medical services provided in unincorporated areas of Nueces County;
- 3) Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
- 4) Medical services provided at County correctional facilities:
  - a) Nueces County Jail; and
  - b) Nueces County Juvenile Detention Center;
- 5) Funding for alcohol and drug abuse treatment programs:
  - a) Cenikor (Charlie's Place);
  - b) Council on Alcohol and Drug Abuse; and
  - c) Palmer Drug Abuse Program;
- 6) Funding for diabetes prevention and supporting programs;
- 7) Public health grants; and

- 8) Legal and professional fees. *(Finance Committee)*
- E. Receive reports relating to Nueces Aid Program enrollment for the month-ended May 31, 2020. *(Finance Committee)*
- F. Receive revenue reports relating to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date. *(Finance Committee)*
- G. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended May 31, 2020. *(Finance Committee)*
- H. Receive summary report of Hospital District's intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission year-to-date:
- 1) Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver):
    - a) Delivery System Reform Incentive Payment (DSRIP) pool; and
    - b) Hospital Uncompensated Care (UC) pool.
  - 2) Disproportionate Share Hospitals (DSH) program;
  - 3) Network Access Improvement Program (NAIP);
  - 4) Uniform Hospital Rate Increase Program (UHRIP); and
  - 5) Graduate Medical Education (GME). *(Finance Committee)*
- I. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended May 31, 2020. *(Finance Committee)*

**5. REGULAR**

**AGENDA:**

**A. Finance Committee:**

- 1) Receive and approve unaudited financial statements for fiscal year-to-date period ended May 31, 2020. ***(ACTION)***
- 2) Receive and discuss information relating to projected revenues and expenditures for fiscal year-end September 30, 2020. ***(INFORMATION)***
- 3) Receive and discuss information relating to development of the Hospital District's Fiscal Year 2020-2021 Annual Budget. ***(INFORMATION)***

- 4) Receive and discuss summarized historical Nueces Aid Program mental health inpatient and outpatient adjudicated claims information and related reports. *(INFORMATION)*

**B. Community Mental Health:**

- 1) Receive April 2020 Progress Report on work performed under continuing Professional Services Agreement between Meadows Mental Health Policy Institute, Nueces County, and Hospital District relating to preparation of a comprehensive needs assessment for Nueces County that can serve as the basis for a systematic approach to providing services for mental illnesses and substance abuse disorders in the County. *(INFORMATION)*
- 2) Receive quarterly report from Nueces Center for Mental Health and Intellectual Disabilities (NCMHID) on activities performed under Interlocal Agreement between NCMHID, Nueces County, and Hospital District relating to diversion of persons from jails or other detention facilities, provision of crisis intervention teams, expansion of mobile crisis outreach, and development of jail-based competency restoration. *(INFORMATION)*
- 3) Receive and discuss information from CHRISTUS Spohn Health System relating to planned demolition of Memorial Medical Center and provision of mental health services. *(INFORMATION)*
- 4) Discuss and consider actions relating to revised plan from Board of Managers' Ad-Hoc Committee on a comprehensive and long-range Behavioral Health initiative for Nueces County. *(ACTION)*
- 5) Receive report on work performed under Personal Services Contract between Thomas L. Graham, Nueces County, and Hospital District relating to: (a) communications plan to assess the communications, public education, and engagement needs of the community and identify and implement steps to address through public education, public health care issues and available services, for mental health issues, opioid addiction issues, COVID-19 issues and other health care concerns within Nueces County; and (b) Hospital District website upgrade. *(INFORMATION)*

**C. Public Health:**

- 1) Receive report on work performed under Personal Services Contract between Robert T. Durand, Nueces County, and Hospital District relating to management of Nueces County's social media channels addressing and providing public information on public health care issues such as COVID-19, County emergency situations, general County information as well as other health care and safety concerns and the available services within Nueces County. *(INFORMATION)*

**D. COVID-19 Pandemic:**

- 1) Receive update on activity related to establishment of a dedicated COVID-19 alternate care site at CHRISTUS Spohn Hospital Corpus Christi - Memorial (formerly Memorial Medical Center). **(INFORMATION)**
- 2) Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District as required by the Board of Managers or by law; duties established pursuant to Texas Health and Safety Code, §281.026(e):
  - a) Payment of professional services fees of CLK Architects & Associates relating to establishment of dedicated COVID-19 alternate care site at CHRISTUS Spohn Hospital Corpus Christi – Memorial; and
  - b) Ratify execution of Grant Agreement with Coastal Bend Wellness Foundation (CBWF) relating to CBWF's provision of a full-time employee to perform community COVID-19 diagnostic testing on uninsured and other Nueces County residents at various locations within the County during the period June 1, 2020 - May 31, 2021. **(ACTION)**

**E. Medical Examiner Facility:**

- 1) Discuss inquiry from Nueces County relating to potential lease of Hospital District-owned property located at 2606 Hospital Boulevard, Corpus Christi, Texas (formerly Memorial Medical Center) for construction of a replacement Medical Examiner's facility. **(ACTION)**

**F. Other Business:**

- 1) Receive supporting documentation relating to Administrator's achievement of Employment Agreement-related performance goals during fiscal year-ended September 30, 2019 and approve related payment. **(ACTION)**

**6. ADMINISTRATOR'S**

**BRIEFING:**

- A. Joint meeting of Commissioners Court and Board of Managers, Wednesday, June 24, 2020, 9 AM, Judge James E. Klager Central Jury Room, First Floor, Nueces County Courthouse to receive Nueces County Comprehensive Behavioral Health Community Needs Assessment: Draft Report from Meadows Mental Health Policy Institute (MMHPI); Report results from Professional Services Contract between MMHPI, Nueces County, and Hospital District. **(INFORMATION)**
- B. Next Board of Managers and Board Committee Meetings (all Meetings' dates, times, and locations subject to change):
  - 1) Finance Committee: July 21, 2020, 11:00 AM; and
  - 2) Board of Managers: July 21, 2020, 12 Noon. **(INFORMATION)**
- C. August 18, 2020 Board of Managers and Board Committee Meetings. **(INFORMATION)**

**7. CLOSED MEETING** - Public notice is hereby given that the Board of Managers may elect to go into closed meeting session(s) at any time during the meeting to discuss any

matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551 and the Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071 and §551.074. In the event the Board elects to go into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws:

A. Consult with attorneys on matters relating to litigation against opioid drug manufacturers, promoters, and distributors responsible for causing and contributing to an epidemic of opioid addiction in Nueces County, including but not limited to Purdue Pharma, Endo Pharmaceuticals, Janssen Pharmaceuticals, Insys Therapeutics, the McKesson Corporation, Cardinal Health and AmerisourceBergen for violations of the Deceptive Trade Practices Act, fraud, unjust enrichment, negligence, violations of the federal Controlled Substances Act, civil conspiracy and any other related causes of action, and related matters.

B. Consult with attorneys on matters related to the Amended and Restated Membership Agreement between CHRISTUS Spohn Health System Corporation, CHRISTUS Health, and Nueces County Hospital District.

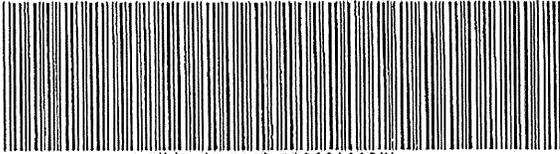
C. Consult with attorneys on matters relating to Administrator's Employment Agreement.

8. **OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

9. Consider final action, decision, or vote on matters considered in the Closed Meeting. (**ACTION AS NEEDED**)

10. **ADJOURN** - In memory of Wheeler B. Lipes, former President of Memorial Medical Center

\* \* \*



\*VG-12-2020-202000285\*

Nueces County  
Kara Sands  
Nueces County Clerk

Instrument Number: 202000285

Public Notice

PUBLIC NOTICES

Recorded On: June 11, 2020 04:05 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands  
Nueces County Clerk  
Nueces County, TX

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202000285  
Receipt Number: 20200611000195  
Recorded Date/Time: June 11, 2020 04:05 PM  
User: Margarita S  
Station: CLERK01

Record and Return To:

NUECES COUNTY HOSPITAL DISTRICT



**Kara Sands**  
Nueces County Clerk  
901 Leopard St #201  
Corpus Christi, TX 78401

**Main:** (361)888-0580

**Receipt:** 20200611000195  
**Date:** 06/11/2020  
**Time:** 04:05PM  
**By:** Margarita S  
**Station:** CLERK01  
**Status:** ORIGINAL COPY

*Finance  
Comm*

| <u>Seq</u>             | <u>Item</u>   | <u>Document Description</u> | <u>Number</u> | <u>Number Of</u> | <u>Amount</u> | <u>Serial Number</u> |
|------------------------|---------------|-----------------------------|---------------|------------------|---------------|----------------------|
| 1                      | Public Notice | PBN                         | 2020000285    | 6                | \$0.00        |                      |
| 2                      | Public Notice | PBN                         | 2020000286    | 9                | \$0.00        |                      |
| <b>Order Total (2)</b> |               |                             |               |                  | <b>\$0.00</b> |                      |

*BOM*

| <u>Seq</u>                | <u>Payment Method</u> | <u>Transaction Id</u> | <u>Comment</u> | <u>Total</u>  |
|---------------------------|-----------------------|-----------------------|----------------|---------------|
| 1                         |                       |                       |                | \$0.00        |
| <b>Total Payments (1)</b> |                       |                       |                | <b>\$0.00</b> |
| <b>Change Due</b>         |                       |                       |                | <b>\$0.00</b> |

NUECES COUNTY HOSPITAL DISTRICT

For more information about the County Clerk's office and to search property records online, please visit <http://www.nuecesco.com/county-services/county-clerk>

**MINUTES  
BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
MAY 19, 2020**

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The Nueces County Hospital District Board of Managers will hold a regular meeting via teleconference on Tuesday, May 19, 2020 at 12:00p.m. in the NCHD Board Room, located at 555 North Carancahua Street, Room 950 – A, Corpus Christi, Texas.

**HOSPITAL DISTRICT REPRESENTATIVES:**

|                          |  |
|--------------------------|--|
| Jonny F. Hipp            | Administrator/CEO                                |
| Belinda E. Chism         | Assistant Administrator, Administrative Services |
| Donna Littlefield        | Director, Accounting & Finance                   |
| Wm DeWitt Alsup          | Attorney, Alsup Law Firm                         |
| Mary Esther Guerra       | Assistant County Attorney                        |
| Melissa Quintanilla      | Executive Assistant/Human Resources              |
| Carmina Hernandez Moreno | Administrative Assistant                         |

**OTHERS PRESENT:**

|                     |  |
|---------------------|--|
| Sunil Reddy         | CIBH                                       |
| Dr. Nestor Praderio | CIBH                                       |
| Hugo Berlanga       | CIBH                                       |
| Kerry Upton         | CIBH – via Telephone                       |
| Lina Lara           | CIBH – via Telephone                       |
| Mark Hendrix        | MHID – via Telephone                       |
| Mark Davis          | MHID – via Telephone                       |
| Felipa Wilmont      | Area Agency on Aging                       |
| Joe (JAG) Gonzalez  | Nueces County Commissioner – via Telephone |

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1. **CALL TO ORDER** – Mr. Martinez, Chairman  
The Meeting was called to order by Mr. Martinez at 12:09
  2. **ESTABLISHMENT OF QUORUM** – Mr. Martinez  
A quorum was present with all members in attendance.

**John B. Martinez – Chairman – PRESENT**  
**Sylvia T. Oliver – Vice Chair – PRESENT**  
**Vishnu V. Reddy MD – Member – PRESENT**  
**Belinda Flores – Member – PRESENT**  
**Pamela L. Brower – Member – PRESENT**

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
MAY 19, 2020

**Daniel W. Dain – Member – PRESENT**

**John E. Valls – Member – PRESENT**

3. **PUBLIC COMMENT** - Persons wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes. See the "Public Comment" section of the preceding General Information page for additional information.

**Felipa Wilmont – via Telephone**

**CONSENT AGENDA** - See the "Consent Agenda" section of the preceding General Information page for an explanation of the Consent Agenda and for additional information.

**Motioned by Mr. Valls and seconded by Mr. Martinez to pull out of order Item I. & J.**

- A. Confirm posting of Meeting's public notice.
- B. Approve minutes of Board of Managers Meetings:
- 1) Regular Meeting of April 21, 2020;
  - 2) Special Meetings of May 1, 2020 and May 11, 2020; and
  - 3) Emergency Meetings of April 17, 2020 and May 1, 2020.
- C. Receive listing of new vendors as of May 13, 2020; listing provided pursuant to Board of Managers Bylaws, Article 2, §2.1 B and Texas Local Government Code, Chapter 176.
- D. Receive hospital providers' quarterly reports relating to certain Indigent Care Affiliation Agreements associated with participation in the Texas Healthcare Transformation and Quality Improvement Program Medicaid 1115 Waiver for the calendar quarter ended March 31, 2020:
- 1) CHRISTUS Spohn Health System Corporation Hospitals: Alice, Beeville, and Kleberg (Consolidated Report);
  - 2) Corpus Christi Medical Center; and
  - 3) 3) Driscoll Children's Hospital.

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
MAY 19, 2020

E. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2020 year-to-date:

- 1) Salaries, benefits, supplies, and intergovernmental transfers at/for Corpus Christi/Nueces County Public Health Department;
- 2) Emergency medical services provided in unincorporated areas of Nueces County;
- 3) Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
- 4) Medical services provided at County correctional facilities:
  - a) Nueces County Jail; and
  - b) Nueces County Juvenile Detention Center;
- 5) Funding for alcohol and drug abuse treatment programs:
  - a) Cenikor (Charlie's Place);
  - b) Council on Alcohol and Drug Abuse; and
  - c) Palmer Drug Abuse Program;
- 6) Funding for diabetes prevention and supporting programs. (*Finance Committee*)

F. Receive reports relating to Nueces Aid Program enrollment for the month-ended April 30, 2020. (*Finance Committee*)

G. Receive revenue reports relating to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date. (*Finance Committee*)

H. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended April 30, 2020. (*Finance Committee*)

I. Receive summary report to-date of intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission year to-date:

- 1) Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver):
  - a) Delivery System Reform Incentive Payment (DSRIP) pool; and

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
MAY 19, 2020

- b) Hospital Uncompensated Care (UC) pool.
- 2) Disproportionate Share Hospitals (DSH) program;
- 3) Network Access Improvement Program (NAIP);
- 4) Uniform Hospital Rate Increase Program (UHRIP); and
- 5) Graduate Medical Education (GME). (*Finance Committee*)

J. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month ended April 30, 2020. (*Finance Committee*)

**Motion by Mr. Valls and seconded by Dr. Reddy on  
Consent Agenda approval of Items A through H.  
MOTION CARRIED.**

**5. REGULAR AGENDA:**

**A. Finance Committee:**

1) Receive and approve unaudited financial statements for fiscal year-to-date period ended April 30, 2020. (**ACTION**)

**Motion by Mr. Valls and seconded by Ms. Oliver.  
MOTION CARRIED.**

2) Receive and discuss summarized historical Nueces Aid Program mental health inpatient and outpatient volume and adjudicated claims information.  
(**INFORMATION**)

**Item 5- A2 as per Mr. Martinez out of order to be discussed  
at Closed Session.**

3) Receive and discuss information relating to projected revenues and expenditures at close of the Hospital District's Fiscal Year 2019-2020 Annual Budget on September 30, 2020, including the projected reduction of revenues expected to be received under the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement due to the current COVID-19 pandemic. (**INFORMATION**)

- 4) Receive and discuss information relating to the plan and process for development of the Hospital District's Fiscal Year 2020-2021 Annual Budget. *(INFORMATION)*

**Item 5- A4 to be discussed in June 16, 2020 BOM meeting  
Re: Strategic goals. Workshop.**

**B. Community Mental Health:**

- 1) Receive Progress Report(s) on work performed under the continuing Professional Services Agreement between Nueces County, Meadows Mental Health Policy Institute, and Hospital District relating to preparation of a comprehensive needs assessment for Nueces County that can serve as the basis for a systematic approach to providing services for mental illnesses and substance abuse disorders in the County:
  - a) March 2020 Report; and
  - b) April 2020 Report. *(INFORMATION)*
- 2) Receive and consider adoption of revised plan from Board of Managers' Ad-Hoc Committee on a comprehensive and long-range Behavioral Health initiative for Nueces County. *(ACTION)*

**Motion taken after coming in from Closed Session for  
Items 5-A2 and 5-B2. Re: Adopted and Amended inpatient  
services and providable no more than 33 beds. Will meet  
with Commissioners re: Presentation  
Motion by Mr. Valls and seconded by Ms. Oliver.  
MOTION CARRIED.**

**C. Indigent Health Care:**

- 3) Receive information from CHRISTUS Spohn Health System Corporation relating to medical aid and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement. *(INFORMATION)*

**D. COVID-19 Pandemic:**

- 1) Receive information on site evaluation activity at CHRISTUS Spohn Hospital Corpus Christi - Memorial relating to establishment of a dedicated COVID-19 alternate care site. *(INFORMATION)*

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
MAY 19, 2020

E. Other Business:

2) Consider adoption of Board of Managers Orders relating to payment of certain professional services fees:

- a) Law Offices of Steve Aragón; and
- b) CLK Architects & Associates. (*ACTION*)

**Motion taken after coming in from Closed Session for  
Item E2. Motion by Mr. Valls and seconded by Mr. Dain.  
MOTION CARRIED.**

6. **ADMINISTRATOR'S BRIEFING:**

A. Next Board of Managers and Board Committee Meetings (all Meetings' dates, times, and locations subject to change):

- 1) Finance Committee: June 16, 2020, 11:00 AM; and
- 2) Board of Managers: June 16, 2020, 12 Noon. (*INFORMATION*)

B. Potential rescheduling of August 18, 2020 Board of Managers and Board Committee Meetings. (*INFORMATION*)

7. **CLOSED MEETING** - Public notice is hereby given that the Board of Managers may elect to go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551 and the Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071. In the event the Board elects to go into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the

final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws:

- A. Consult with attorneys on legal matters relating to payment of certain professional services fees.
- B. Consult with attorneys on legal matters related to amending the Amended and Restated Membership Agreement between CHRISTUS Spohn Health System Corporation, CHRISTUS Health, and Nueces County Hospital District.

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
MAY 19, 2020

**Mr. Martinez, Chairman, called for  
Closed Session at 1:27 p.m.**

8. **OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

**Mr. Martinez, Chairman, called for  
Open Session at 3:07 p.m.**

9. Consider final action, decision, or vote on matters considered in the Closed Meeting. (*ACTION AS NEEDED*)

10. **ADJOURN**

**Motion to adjourn by Mr. Martinez. Motion by  
Ms. Flores and seconded by Mr. Dain.  
Meeting adjourned at 4:15 p.m.**

MINUTES  
BOARD OF MANAGERS  
REGULAR MEETING  
MAY 19, 2020

**PRESIDING OFFICER**

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John B. Martinez, Chairman  
Nueces County Hospital District

**ATTEST:**

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Jonny F. Hipp, Secretary  
Board of Managers  
Nueces County Hospital District

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Wm Dewitt Alsup, General Counsel  
Nueces County Hospital District

**Nueces County Hospital District**  
**Vendor Information List - Additional Vendors-Conflict of Interest Disclosure**

| <u>Vendor ID</u> | <u>Vendor Name</u>               | <u>Address</u>                       | <u>City</u>    | <u>State</u> | <u>ZIP</u> |
|------------------|----------------------------------|--------------------------------------|----------------|--------------|------------|
| 2016             | Eiland, Gary W.                  | 5 Benthaven Isle                     | Montgomery     | TX           | 77356      |
| 2017             | Corner Bakery Cafe               | 4938 S. Staples, Suite D12           | Corpus Christi | TX           | 78411      |
| 2018             | CLK Architects & Associates      | 615 N. Upper Broadway, Suite<br>1250 | Corpus Christi | TX           | 78401-0750 |
| 2019             | Law Offices of Steve Aragon      | 401 West 15th St, Suite 840          | Austin         | TX           | 78701      |
| 2020             | Coastal Bend Wellness Foundation | 2882 Holly Road                      | Corpus Christi | TX           | 78415-4106 |
| 2021             | Printing Dynamics                | 3833 Apollo Road                     | Corpus Christi | TX           | 78413      |

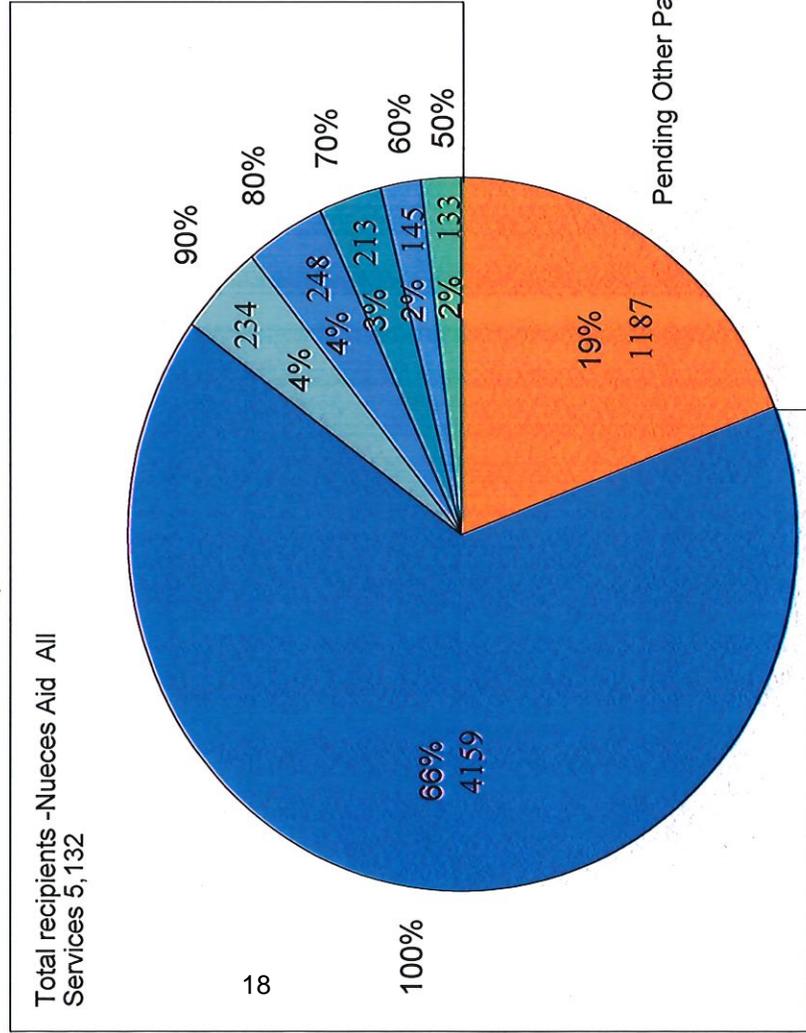
Nueces County Hospital District  
 County Health Care Department Expenditures  
 Cash Disbursements Relating to  
 Fiscal Year 2020

|                                    | Oct        | Nov        | Dec        | Jan        | Feb        | Mar        | Apr        | May        | Jun       | Jul  | Aug  | Sep  | Fiscal 2020<br>YTD | Budget 2020   | Balance      |
|------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------|------|------|------|--------------------|---------------|--------------|
| <b>Intergovernmental Transfers</b> |            |            |            |            |            |            |            |            |           |      |      |      |                    |               |              |
| Health Dept - County - IGT         | 0.00       | 0.00       | 0.00       | 113,008.35 | 0.00       | 0.00       | 0.00       | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 113,008.35         | 1,208,100.00  | 1,095,091.65 |
| <b>County Healthcare Services</b>  |            |            |            |            |            |            |            |            |           |      |      |      |                    |               |              |
| Health Dept - County               | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 0.00               | 591,200.00    | 591,200.00   |
| Emergency Medical Services         | 0.00       | 0.00       | 0.00       | 113,700.00 | 0.00       | 0.00       | 110,400.00 | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 224,100.00         | 500,000.00    | 275,900.00   |
| NC MHID - County                   | 0.00       | 0.00       | 0.00       | 242,265.00 | 0.00       | 0.00       | 242,261.00 | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 484,524.00         | 969,129.00    | 484,605.00   |
| NC MHID - Jail Diversion           | 208,337.00 | 7,359.21   | 0.00       | 0.00       | 200,672.55 | 0.00       | 172,673.70 | 253,870.84 | 0.00      | 0.00 | 0.00 | 0.00 | 842,913.30         | 2,500,000.00  | 1,657,086.70 |
| Juvenile Center - Lab              | 1,118.50   | 1,462.18   | 1,840.00   | 60.33      | 2,205.56   | 3,375.00   | 119.79     | 211.38     | 0.00      | 0.00 | 0.00 | 0.00 | 10,392.74          | 355,000.00    |              |
| Juvenile Center - Doctors          | 21,171.48  | 21,754.70  | 17,202.82  | 13,635.78  | 20,448.39  | 22,960.89  | 4,099.20   | 20,675.20  | 0.00      | 0.00 | 0.00 | 0.00 | 141,948.46         |               |              |
| Juvenile Center - Pharmacy         | 1,249.45   | 1,574.38   | 1,520.71   | 770.73     | 663.23     | 132.66     | 822.14     | 1,514.69   | 0.00      | 0.00 | 0.00 | 0.00 | 8,247.99           |               |              |
| Juvenile Center - Other            | 1,685.73   | 1,649.82   | 882.78     | 2,422.64   | 970.17     | 192.02     | 684.15     | 3,103.61   | 0.00      | 0.00 | 0.00 | 0.00 | 11,590.92          |               |              |
| Subtotal                           | 25,225.16  | 26,441.08  | 21,446.31  | 16,889.48  | 24,287.35  | 26,660.57  | 5,725.28   | 25,504.88  | 0.00      | 0.00 | 0.00 | 0.00 | 172,180.11         | 355,000.00    | 182,819.89   |
| Nueces County Jail Services        | 278,296.33 | 278,296.33 | 292,040.33 | 292,040.33 | 292,040.33 | 292,040.33 | 292,040.33 | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 2,016,794.31       | 3,476,996.00  | 1,460,201.69 |
| Centikor                           | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 0.00               | 55,000.00     | 55,000.00    |
| Counselor Alcohol & Drug Abuse     | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 0.00               | 28,714.00     | 28,714.00    |
| Palmer Drug Abuse Program          | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 0.00               | 5,000.00      | 5,000.00     |
| Diabetes Program - County          | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 14,568.05  | 0.00       | 0.00      | 0.00 | 0.00 | 0.00 | 14,568.05          | 50,000.00     | 35,431.95    |
| County Public Health Grants        | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 0.00       | 55,000.00 | 0.00 | 0.00 | 0.00 | 55,000.00          | 0.00          | (55,000.00)  |
| <b>Professional Fees</b>           |            |            |            |            |            |            |            |            |           |      |      |      |                    |               |              |
| Legal/Consulting Fees              | 75,000.00  | 87,000.00  | 200,000.00 | 0.00       | 24,000.00  | 12,000.00  | 0.00       | 37,750.00  | 0.00      | 0.00 | 0.00 | 0.00 | 453,730.00         | 500,000.00    | 64,270.00    |
| <b>Totals</b>                      | 586,858.49 | 399,096.62 | 513,486.64 | 777,901.16 | 541,000.23 | 530,700.90 | 837,668.36 | 317,105.72 | 55,000.00 | 0.00 | 0.00 | 0.00 | 4,358,818.12       | 10,239,139.00 | 5,880,320.88 |

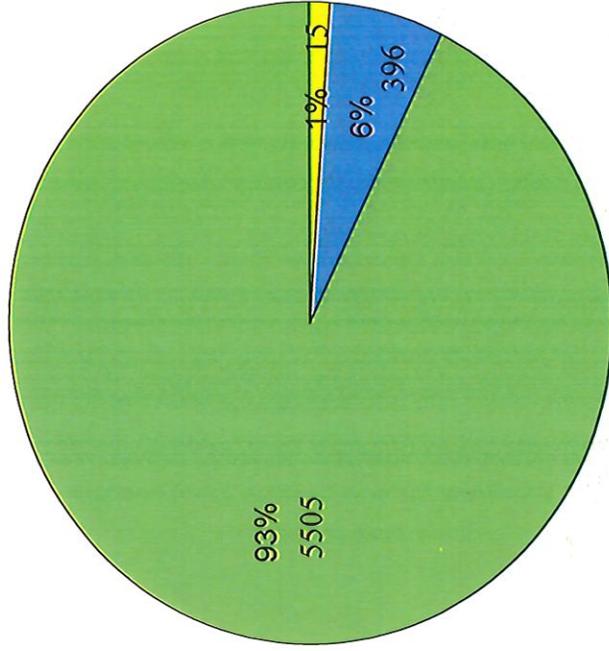
# May 2020

## Nueces Aid Program Enrollment

Total Enrolled  
6,319



Total Households  
5,916





Nueces Aid Program  
Enrollment Summary Calendar Year 2020

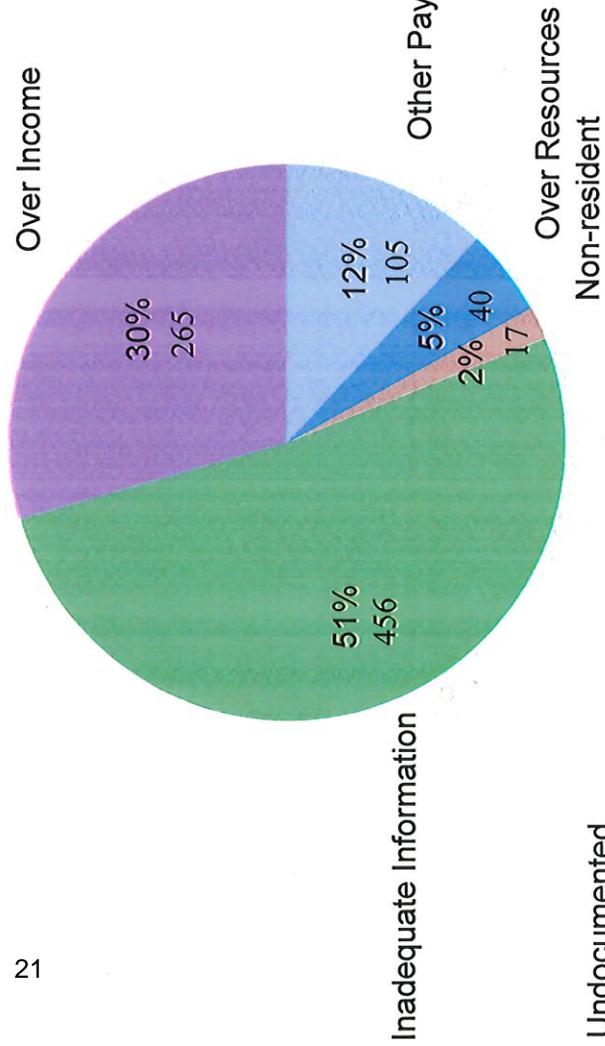
|                                   | Jan          | Feb          | Mar          | Apr          | May          | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD 2020<br>Average | Comments  |
|-----------------------------------|--------------|--------------|--------------|--------------|--------------|-----|-----|-----|-----|-----|-----|-----|---------------------|---|
| <b>PENDING OTHER PAYORS</b>       |              |              |              |              |              |     |     |     |     |     |     |     |                     |   |
| TANF                              | 107          | 107          | 95           | 79           | 90           |     |     |     |     |     |     |     | 96                  |   |
| %                                 | 8.4%         | 8.6%         | 7.8%         | 6.9%         | 7.6%         |     |     |     |     |     |     |     | 7.9%                |   |
| SSI-SSID                          | 745          | 728          | 730          | 692          | 704          |     |     |     |     |     |     |     | 720                 |   |
| %                                 | 58.8%        | 58.6%        | 59.9%        | 60.6%        | 59.3%        |     |     |     |     |     |     |     | 59.4%               | These individuals are eligible for NCHD assistance if denied assistance by other payer.   |
| Other Payer                       | 416          | 408          | 393          | 370          | 393          |     |     |     |     |     |     |     | 396                 |   |
| %                                 | 32.8%        | 32.8%        | 32.3%        | 32.4%        | 33.1%        |     |     |     |     |     |     |     | 32.7%               |   |
| <b>TOTAL PENDING OTHER PAYORS</b> | <b>1,268</b> | <b>1,243</b> | <b>1,218</b> | <b>1,141</b> | <b>1,187</b> |     |     |     |     |     |     |     | <b>1,211</b>        |   |
| %                                 | <b>20.3%</b> | <b>20.1%</b> | <b>19.9%</b> | <b>19.4%</b> | <b>18.8%</b> |     |     |     |     |     |     |     | <b>19.7%</b>        |   |
| <b>HOUSEHOLDS BY SIZE</b>         |              |              |              |              |              |     |     |     |     |     |     |     |                     |   |
| 1 Member Household                | 5,427        | 5,403        | 5,337        | 5,107        | 5,505        |     |     |     |     |     |     |     | 5,856               | The percentage for each size household is calculated by dividing the number of each member household by the total number of households. |
| %                                 | 92.9%        | 93.1%        | 93.1%        | 93.0%        | 93.1%        |     |     |     |     |     |     |     | 93.0%               |   |
| 2 Member Household                | 393          | 388          | 381          | 371          | 396          |     |     |     |     |     |     |     | 386                 |   |
| %                                 | 6.7%         | 6.7%         | 6.6%         | 6.8%         | 6.7%         |     |     |     |     |     |     |     | 6.7%                |   |
| >=3 Member Household              | 20           | 14           | 14           | 15           | 15           |     |     |     |     |     |     |     | 16                  |   |
| %                                 | 0.3%         | 0.2%         | 0.2%         | 0.3%         | 0.3%         |     |     |     |     |     |     |     | 0.3%                |   |
| <b>TOTAL HOUSEHOLDS</b>           | <b>5,840</b> | <b>5,805</b> | <b>5,732</b> | <b>5,493</b> | <b>5,916</b> |     |     |     |     |     |     |     | <b>5,757</b>        |   |

# NUECES AID DENIALS

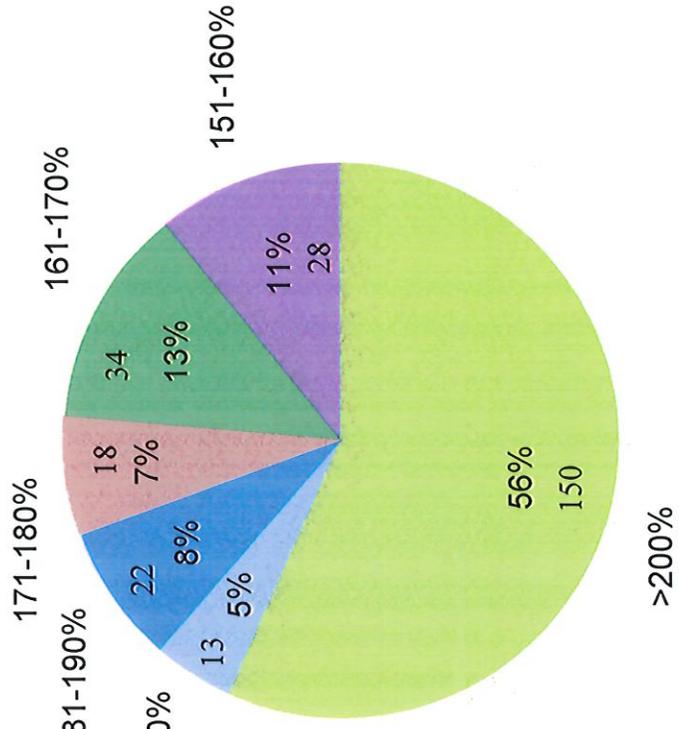
Calendar Year 2020  
January-May

Total Denials 884

## Denial Reasons



## Comparison of Over Income Cases to 2020 HHS Poverty Guidelines



Nueces Aid Program  
Application Processing Summary Calendar Year 2020

|   | Jan   | Feb   | Mar   | Apr   | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD<br>2020 | Comments   |
|---|-------|-------|-------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-------------|--|
| <b>NCHD DENIALS - Reasons for Denials</b> |       |       |       |       |     |     |     |     |     |     |     |     |             |  |
| Non Resident                              | 4     | 2     | 4     | 4     |     |     |     |     |     |     |     |     |             |  |
| %   | 2.1%  | 1.1%  | 1.9%  | 3.0%  |     |     |     |     |     |     |     |     |             |  |
| Over Income                               | 78    | 57    | 52    | 24    |     |     |     |     |     |     |     |     |             | 14 The percentage for each denial reason is calculated by dividing the number of |
| %   | 41.5% | 30.8% | 24.6% | 18.2% |     |     |     |     |     |     |     |     |             | 211 individuals for each reason by the total number of individuals denied.       |
| Over Resources                            | 6     | 4     | 17    | 4     |     |     |     |     |     |     |     |     |             |  |
| %   | 3.2%  | 2.2%  | 8.1%  | 3.0%  |     |     |     |     |     |     |     |     |             |  |
| Other Payer                               | 21    | 26    | 23    | 22    |     |     |     |     |     |     |     |     |             |  |
| %   | 11.2% | 14.1% | 10.9% | 16.7% |     |     |     |     |     |     |     |     |             |  |
| Incomplete Info                           | 78    | 96    | 115   | 78    |     |     |     |     |     |     |     |     |             |  |
| %   | 41.5% | 51.9% | 54.5% | 59.1% |     |     |     |     |     |     |     |     |             |  |
| Undocumented Aliens                       | 1     | 0     | 0     | 0     |     |     |     |     |     |     |     |     |             |  |
| %   | 0.5%  | 0.0%  | 0.0%  | 0.0%  |     |     |     |     |     |     |     |     |             | 1 Note: UA code eff 08/01/01   |
|   |       |       |       |       |     |     |     |     |     |     |     |     |             | 0.1%   |
| <b>TOTAL DENIALS</b>                      | 188   | 185   | 211   | 132   |     |     |     |     |     |     |     |     |             | 716  |
| <b>HOUSEHOLDS BY SIZE - DENIED</b>        |       |       |       |       |     |     |     |     |     |     |     |     |             |  |
| 1 Member Household                        | 155   | 139   | 172   | 100   |     |     |     |     |     |     |     |     |             |  |
| %   | 90.1% | 85.3% | 89.6% | 86.2% |     |     |     |     |     |     |     |     |             | 566 The denial percentage for each size household is calculated by dividing the  |
| 2 Member Household                        | 16    | 22    | 19    | 15    |     |     |     |     |     |     |     |     |             | 72 number for each household size by the total number of denied households.      |
| %   | 9.3%  | 13.5% | 9.9%  | 12.9% |     |     |     |     |     |     |     |     |             | 11.2%  |
| 3 or > Member Household                   | 1     | 2     | 1     | 1     |     |     |     |     |     |     |     |     |             |  |
| %   | 0.6%  | 1.2%  | 0.5%  | 0.9%  |     |     |     |     |     |     |     |     |             | 5 Households pending other 0.8% payors are not included.                         |
| <b>TOTAL HOUSEHOLDS DENIED</b>            | 172   | 163   | 192   | 116   |     |     |     |     |     |     |     |     |             | 643  |
| <b>PENDING APPLICATIONS</b>               |       |       |       |       |     |     |     |     |     |     |     |     |             |  |
| Incomplete Applications                   | 141   | 139   | 86    | 123   |     |     |     |     |     |     |     |     |             |  |
| TANF                                      | 30    | 31    | 31    | 31    |     |     |     |     |     |     |     |     |             |  |
| SSI+SSID                                  | 84    | 52    | 73    | 78    |     |     |     |     |     |     |     |     |             |  |
| Other Payor                               | 73    | 49    | 88    | 82    |     |     |     |     |     |     |     |     |             |  |
|   |       |       |       |       |     |     |     |     |     |     |     |     |             | 88   |

Nueces Aid Program  
Application Processing Summary Calendar Year 2020

|  | Jan            | Feb          | Mar            | Apr            | May            | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD<br>2020    | Comments   |
|--|----------------|--------------|----------------|----------------|----------------|-----|-----|-----|-----|-----|-----|-----|----------------|--|
| <b>TOTAL APPLICATIONS</b>                                  | 1,320          | 1,037        | 1,374          | 1,391          | 1,256          |     |     |     |     |     |     |     | 6,378          |  |
| - Approved<br>%  | 1,132<br>85.8% | 852<br>82.2% | 1,163<br>84.6% | 1,259<br>90.5% | 1,088<br>86.6% |     |     |     |     |     |     |     | 5,494<br>86.1% | Since FY 1999, the denial rate is based on all denied individuals in the household.        |
| - Denied<br>%  | 188<br>14.2%   | 185<br>17.8% | 211<br>15.4%   | 132<br>9.5%    | 168<br>13.4%   |     |     |     |     |     |     |     | 884<br>13.9%   |  |
| <b>APPROVALS BY PLAN TYPE</b><br>NUECES AID - All Services |                |              |                |                |                |     |     |     |     |     |     |     |                |  |
| 100%<br>%  | 772<br>68.2%   | 566<br>66.4% | 801<br>68.9%   | 858<br>68.1%   | 758<br>69.7%   |     |     |     |     |     |     |     | 3,755<br>68.3% |  |
| 90%<br>%   | 39<br>3.4%     | 45<br>5.3%   | 36<br>3.1%     | 47<br>3.7%     | 42<br>3.9%     |     |     |     |     |     |     |     | 209<br>3.8%    |  |
| 80%<br>%   | 48<br>4.2%     | 37<br>4.3%   | 49<br>4.2%     | 54<br>4.3%     | 46<br>4.2%     |     |     |     |     |     |     |     | 234<br>4.3%    |  |
| 70%<br>%   | 29<br>2.6%     | 29<br>3.4%   | 35<br>3.0%     | 52<br>4.1%     | 35<br>3.2%     |     |     |     |     |     |     |     | 180<br>3.3%    | The percentage of approvals by plan option is calculated by dividing the number for        |
| 60%<br>%   | 24<br>2.1%     | 17<br>2.0%   | 26<br>2.2%     | 33<br>2.6%     | 30<br>2.8%     |     |     |     |     |     |     |     | 130<br>2.4%    | each plan option by the total number of approved applications.                             |
| 50%<br>%   | 33<br>2.9%     | 26<br>3.1%   | 24<br>2.1%     | 24<br>1.9%     | 9<br>0.8%      |     |     |     |     |     |     |     | 116<br>2.1%    |  |
| <b>TOTAL</b><br>%  | 945<br>83.5%   | 720<br>84.5% | 971<br>83.5%   | 1,068<br>84.8% | 920<br>84.6%   |     |     |     |     |     |     |     | 4,624<br>84.2% |  |
| <b>HOUSEHOLDS BY SIZE - APPROVED</b>                       |                |              |                |                |                |     |     |     |     |     |     |     |                |  |
| 1 Member Household<br>%                                    | 988<br>93.2%   | 740<br>92.8% | 1003<br>92.5%  | 1079<br>92.1%  | 961<br>93.8%   |     |     |     |     |     |     |     | 4,771<br>92.9% | The percentage for each size household is calculated by dividing the number of households. |
| 2 Member Household<br>%                                    | 70<br>6.6%     | 55<br>6.9%   | 78<br>7.2%     | 86<br>7.3%     | 63<br>6.1%     |     |     |     |     |     |     |     | 352<br>6.9%    | holds in the category by the total number of approved households.                          |
| 3 or > Member Household<br>%                               | 2<br>0.2%      | 2<br>0.3%    | 3<br>0.3%      | 6<br>0.5%      | 1<br>0.1%      |     |     |     |     |     |     |     | 14<br>0.3%     | Households pending other payors are not included.  |
| <b>TOTAL HOUSEHOLDS APPROVED</b>                           | 1,060          | 797          | 1,084          | 1,171          | 1,025          |     |     |     |     |     |     |     | 5,137          |  |

Nueces County Hospital District  
 Spohn Corporate Member Revenue Analysis  
 Fiscal Year 2020

|          | Member Revenue % 26.0% |              |              |              |              |              |              |              |              |      |        |           | Totals        |
|----------|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|--------|-----------|---------------|
|          | October                | November     | December     | January      | February     | March        | April        | May          | June         | July | August | September |               |
| Week 1   | 1,691,791.38           | 1,421,747.32 | 1,148,315.50 | 1,383,174.41 | 1,613,542.61 | 1,567,152.13 | 1,802,453.57 | 1,401,171.22 | 1,761,467.22 |      |        |           | 13,790,815.36 |
| Week 2   | 1,581,019.40           | 1,833,453.73 | 1,851,863.04 | 1,724,174.31 | 1,623,413.73 | 1,670,299.33 | 1,988,350.14 | 1,696,306.31 |              |      |        |           | 13,968,879.99 |
| Week 3   | 1,430,429.37           | 1,802,592.57 | 1,490,755.23 | 1,656,363.72 | 1,356,663.17 | 1,680,582.56 | 1,522,377.86 | 1,134,331.11 |              |      |        |           | 12,074,095.59 |
| Week 4   | 1,710,724.54           | 1,907,526.55 | 1,785,660.25 | 1,653,228.63 | 1,646,961.95 | 1,590,073.61 | 1,260,155.93 | 1,467,666.52 |              |      |        |           | 13,021,997.98 |
| Week 5   |                        |              | 1,424,300.89 | 1,928,772.80 |              |              |              | 1,413,659.90 |              |      |        |           | 4,766,733.59  |
| Subtotal | 6,413,964.69           | 6,965,320.17 | 7,700,894.91 | 8,343,713.87 | 6,240,581.46 | 6,508,107.63 | 6,573,337.50 | 7,113,135.06 | 1,761,467.22 | 0.00 | 0.00   | 0.00      | 57,622,522.51 |

**Nueces County Hospital District  
Imputed Claims Experience for Calendar Year 2020  
As if Adjudicated January 1, 2020 through May 31, 2020**

| <b>Service</b> | <b>Claims</b> | <b>Billed</b> | <b>Contract Amt.</b> | <b>Co Insurance</b> | <b>Net</b> |
|----------------|---------------|---------------|----------------------|---------------------|------------|
| ER             | 1,998         | 9,691,222     | 1,238,374            | 66,347              | 1,172,027  |
| ASU            | 337           | 5,756,673     | 446,470              | 26,642              | 419,828    |
| Clinic         | 7,598         | 4,734,845     | 1,325,801            | 75,944              | 1,249,857  |
| Obs            | 96            | 3,062,375     | 624,853              | 31,203              | 593,650    |
| OP             | 4,138         | 13,348,138    | 3,143,192            | 204,516             | 2,938,676  |
| Subtotal       | 14,167        | 36,593,253    | 6,778,690            | 404,652             | 6,374,038  |
| IP             | 345           | 25,186,479    | 3,419,528            | 209,412             | 3,210,116  |
| SNF            | -             |               |                      |                     | -          |
| RX             | 62,235        | 20,178,628    | 8,241,832            | 326,372             | 7,915,460  |
| Physician      | 18,470        | 5,712,873     | 1,661,449            | 87,153              | 1,574,296  |
| Total          | 95,217        | 87,671,233    | 20,101,499           | 1,027,589           | 19,073,910 |

**NOTE:**

The Revised and Restated Indigent Care Agreement was terminated effective September 30, 2012. After that date, the District no longer makes payment to CHRISTUS Spohn for providing health care services to the Nueces Aid Indigent population. Under the terms of the Membership Agreement amended and restated effective November 18, 2015, CHRISTUS Spohn has committed to continue to provide health care services to the Nueces Aid Indigent population and, and at the request of the District, continues to submit informational claims to the District to permit the District to monitor the volume of health care services furnished to the Nueces Aid Indigent population.

Nueces County Hospital District  
 Medicaid Payment Programs  
 Intergovernmental Transfer Activity

Estimated Receipts for Entities (IGT + FMAP): \*

| IGT Date                | Description         | Total NCHD IGT     |                    |                    | Spohn             |                    |                    | Spohn Rural (Alice/Bee/Kleberg) |                  |                    | CCMC              |                    |                    |
|-------------------------|---------------------|--------------------|--------------------|--------------------|-------------------|--------------------|--------------------|---------------------------------|------------------|--------------------|-------------------|--------------------|--------------------|
|                         |                     | DSRIP              | UC                 | DSH                | UHRIP             | NAIP               | DSRIP              | UHRIP                           | UC               | DSRIP              | UHRIP             | UC                 |                    |
| 10/04/2019              | DSH - Adv 1         | 838,531            |                    | 2,144,033          |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 10/10/2019              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 11/04/2019              | DSH - Adv 2         | 845,315            |                    | 2,161,378          |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 11/08/2020              | Refund-DSRIP DY6    | (155,844)          |                    |                    |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 11/12/2019              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 11/19/2019              | UHRIP               | 9,346,685          |                    |                    | 8,459,265         |                    |                    |                                 | 3,968,244        |                    |                   | 7,083,343          |                    |
| 12/10/2019              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 12/19/2019              | Refund-UHRIP Yr2    | (2,117,506)        |                    |                    | (1,731,546)       |                    |                    |                                 | (764,069)        |                    |                   | (1,449,960)        |                    |
| 12/26/2019              | Refund-NAIP FY17    | (152,790)          |                    |                    |                   | (348,675)          |                    |                                 |                  |                    |                   |                    |                    |
| 01/06/2020              | DSRIP - DY8         | 7,074,592          |                    |                    |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 01/10/2020              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 02/05/2020              | UC - DY9 Adv pmt    | 14,430,494         | 24,112,262         |                    |                   |                    |                    |                                 |                  |                    |                   |                    | 6,947,053          |
| 02/10/2020              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 03/03/2020              | UHRIP - PGY 3 Adj   | 204,478            |                    |                    | 185,044           |                    |                    |                                 | 86,813           |                    |                   | 154,982            |                    |
| 03/03/2020              | DSH - Adv 3         | 1,058,678          |                    | 2,706,923          |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 03/10/2020              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 04/02/2020              | Refund-UC DY2       | (3,319,851)        |                    |                    |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 04/02/2020              | Refund-UC DY3       | (2,568,312)        |                    |                    |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 04/03/2020              | DSH - 2016 Holdback | 183,527            |                    | 428,102            |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 04/10/2020              | NAIP                | 627,422            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 05/04/2020              | DSH - Pass 1 & 2    | 4,931,051          |                    | 14,247,476         |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 05/11/2020              | NAIP                | 527,959            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| 05/18/2020              | DSH - Pass 3        | 4,204,009          |                    | 12,146,803         |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 06/03/2020              | UHRIP - PGY 4 Pmt1  | 7,072,615          |                    |                    | 7,098,718         |                    |                    |                                 | 1,160,233        |                    |                   | 6,630,209          | 11,286,669         |
| 06/05/2020              | UC - DY9 Final pmt  | 14,962,835         | 19,600,953         |                    |                   |                    |                    |                                 |                  |                    |                   |                    |                    |
| 06/10/2020              | NAIP                | 527,959            |                    |                    |                   | 1,604,250          |                    |                                 |                  |                    |                   |                    |                    |
| <b>Total YTD FY2020</b> |                     | <b>62,286,380</b>  | <b>43,713,215</b>  | <b>33,834,715</b>  | <b>14,011,481</b> | <b>14,089,576</b>  | <b>8,792,673</b>   | <b>959,519</b>                  | <b>4,451,221</b> | <b>19,661,264</b>  | <b>2,435,368</b>  | <b>12,418,575</b>  | <b>18,233,723</b>  |
| <b>FY2012 to Date</b>   |                     | <b>703,740,290</b> | <b>367,603,177</b> | <b>160,420,987</b> | <b>46,542,496</b> | <b>75,051,068</b>  | <b>267,140,937</b> | <b>38,109,429</b>               | <b>9,875,837</b> | <b>142,441,232</b> | <b>88,473,041</b> | <b>38,214,225</b>  | <b>102,150,354</b> |
| <b>Combined Totals</b>  |                     |                    |                    |                    |                   | <b>916,758,664</b> |                    |                                 |                  | <b>190,426,499</b> |                   | <b>228,837,620</b> |                    |
|                         |                     |                    |                    |                    |                   |                    |                    |                                 |                  |                    |                   |                    |                    |

\* Total Entity Payments subject to HHSC review and administrative fees.

Nueces County Hospital District  
 Medicaid Payment Programs  
 Intergovernmental Transfer Activity

| IGT Date   | Description             | Total NCHD IGT      |                    | Driscoll          |                   | DeTar             |                   | Nueces Cnty Public Health Dept |                  | N. Bay/S Tx Surgical/Rehab/P am |             | Total Receipts |
|------------|-------------------------|---------------------|--------------------|-------------------|-------------------|-------------------|-------------------|--------------------------------|------------------|---------------------------------|-------------|----------------|
|            |                         | DSRIP               | UHRIP              | UC                | DSRIP             | UHRIP             | UC                | DSRIP                          | UHRIP            | DSRIP                           | UHRIP       |                |
| 10/04/2019 | DSH - Adv 1             |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 2,144,033      |
| 10/10/2019 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 11/04/2019 | DSH - Adv 2             |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 2,161,378      |
| 11/08/2020 | Refund-DSRIP DY6        | (224,400)           |                    |                   | (137,020)         |                   |                   |                                |                  |                                 |             | (361,420)      |
| 11/12/2019 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 11/19/2019 | UHRIP                   |                     |                    |                   |                   |                   | 2,411,756         |                                |                  | 98,711                          |             | 22,021,319     |
| 12/10/2019 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 12/19/2019 | Refund-UHRIP Yr2        |                     |                    |                   | (503,564)         |                   |                   |                                |                  | (36,017)                        |             | (4,485,156)    |
| 12/26/2019 | Refund-NAIP FY17        |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | (348,675)      |
| 01/06/2020 | DSRIP - DY8             | 4,355,568           |                    |                   | 1,256,881         |                   |                   |                                | 288,950          |                                 |             | 18,088,959     |
| 01/10/2020 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 02/05/2020 | UC - DY9 Adv pmt        |                     |                    | 754,917           |                   |                   |                   |                                |                  |                                 |             | 36,897,197     |
| 02/10/2020 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 03/03/2020 | UHRIP - PGY 3 Adj       |                     |                    |                   |                   |                   | 52,753            |                                |                  | 2,168                           |             | 481,761        |
| 03/03/2020 | DSH - Adv 3             |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 2,706,923      |
| 03/10/2020 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 04/02/2020 | Refund-UC DY2           | (8,156,881)         |                    |                   |                   |                   |                   |                                |                  |                                 |             | (8,156,881)    |
| 04/02/2020 | Refund-UC DY3           | (6,217,169)         |                    |                   |                   |                   |                   |                                |                  |                                 |             | (6,217,169)    |
| 04/03/2020 | DSH - 2016 Holdback     |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 428,102        |
| 04/10/2020 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 05/04/2020 | DSH - Pass 1 & 2        |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 14,247,476     |
| 05/11/2020 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
| 05/18/2020 | DSH - Pass 3            |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 12,146,803     |
| 06/03/2020 | UHRIP - PGY 4 Pmt1      |                     |                    |                   |                   |                   | 2,009,778         |                                |                  | 245,546                         |             | 18,329,047     |
| 06/05/2020 | UC - DY9 Final pmt      |                     |                    | 0                 |                   |                   |                   |                                |                  |                                 |             | 45,465,922     |
| 06/10/2020 | NAIP                    |                     |                    |                   |                   |                   |                   |                                |                  |                                 |             | 1,604,250      |
|            | <b>Total YTD FY2020</b> | <b>(10,242,881)</b> | <b>1,184,563</b>   | <b>754,917</b>    | <b>1,119,861</b>  | <b>0</b>          | <b>3,970,723</b>  | <b>288,950</b>                 | <b>310,408</b>   | <b>169,987,870</b>              |             |                |
|            | <b>FY2012 to Date</b>   | <b>209,804,446</b>  | <b>29,935,961</b>  | <b>47,723,156</b> | <b>24,949,804</b> | <b>12,988,207</b> | <b>47,723,156</b> | <b>14,655,283</b>              | <b>1,439,052</b> | <b>1,678,703,255</b>            |             |                |
|            | <b>Combined Totals</b>  |                     | <b>239,740,407</b> | <b>14%</b>        | <b>85,661,167</b> | <b>5%</b>         | <b>14,655,283</b> | <b>1%</b>                      | <b>1,439,052</b> | <b>1,677,518,692</b>            | <b>100%</b> |                |

\* Total Entity Payments subject to HHSC review



Bank of America, N.A.  
135 S. LaSalle Street, Suite 1840 Chicago, IL 60603

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PAGE 1 OF 4

TEMP-RETURN SERVICE REQUESTED

NCHD-ADMINISTRATION

MB 01 001391 88489 B 5 A  
NUECES COUNTY HOSPITAL DISTRICT  
ATTN: JONNY HIPPI  
555 NORTH CARANCAHUA ST. SUITE 950  
CORPUS CHRISTI TX 78401-0835

Account Number [REDACTED]  
Statement Period 05/01/2020 through 05/31/2020  
Account Title CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT  
CHRISTUS SPOHN / NUECES CNTY ESCROW

ADMINISTRATIVE OFFICER GCAS CLIENT SERVICE.  
13129923272 GCAS\_AMRS\_ESCROW\_CLIENT\_SERVIC  
E@BAML.COM

ALTERNATE CONTACT CLIENT SERVICE.  
13129923272 GCAS\_AMRS\_ESCROW\_CLIENT\_SERVIC  
E@BOFA.COM

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PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER [REDACTED] PORTFOLIO NAME  
CHRISTUS SPOHN / NUECES CNTY ESCROW

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER [REDACTED] PORTFOLIO NAME

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STATEMENT of INVESTMENT POSITION

| QUANTITY                          | DESCRIPTION                                      | AVG UNIT COST | COST/ COST   | MARKET VALUE/ PRICE | PROJECTED ANNUAL INCOME | YIELD |
|-----------------------------------|--|---------------|--------------|---------------------|-------------------------|-------|
| 5,916,222.21                      | BLACKROCK TREASURY TRUST<br>- CASH MANAGEMENT N4 | 5,916,222.21  | 5,916,222.21 | 5,916,222.21        | 2.16                    | 2.16  |
| <b>TOTAL CASH AND EQUIVALENTS</b> |  |               |              |                     |                         |       |
|                                   | <b>TOTAL ASSETS</b>                              | 5,916,222.21  | 5,916,222.21 | 5,916,222.21        | 2.16                    | 2.16  |

TRANSACTION SUMMARY

| DESCRIPTION                 | INCOME CASH | PRINCIPAL CASH | COST         |
|-----------------------------|-------------|----------------|--------------|
| BEGINNING BALANCE           | 0.00        | 0.00           | 5,916,221.91 |
| DIVIDENDS                   | 0.00        | 0.00           | 0.00         |
| INTEREST                    | 0.00        | 0.30           | 0.00         |
| OTHER INCOME                | 0.00        | 0.00           | 0.00         |
| RECEIPTS & DEPOSITS         | 0.00        | 0.00           | 0.00         |
| SALES & DISPOSITIONS        | 0.00        | 0.00           | 0.00         |
| INTRA ACCOUNT TRANSFERS     | 0.00        | 0.00           | 0.00         |
| DISTRIBUTIONS & WITHDRAWALS | 0.00        | 0.00           | 0.00         |
| PURCHASES & ACQUISITIONS    | 0.00        | -0.30          | 0.00         |
| FEES & EXPENSES             | 0.00        | 0.00           | 0.00         |
| MISCELLANEOUS               | 0.00        | 0.00           | 0.00         |
| ENDING BALANCE              | 0.00        | 0.00           | 5,916,222.21 |

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 30/MAY/2020 CA NUECES COUNTY HOSPITAL DISTRICT 05/01/2020 thru 05/31/2020



00237903

TRANSACTION DETAIL

PAGE 3 OF 4

| DATE     | DESCRIPTION  | INCOME CASH | PRINCIPAL CASH | COST         |
|----------|--|-------------|----------------|--------------|
|          | <b>BEGINNING BALANCE</b>   | 0.00        | 0.00           | 5,916,221.91 |
| 05/01/20 | INTEREST PAYMENT<br>PAYABLE 05/01/20<br>BLACKROCK TREASURY TRUST<br>- CASH MANAGEMENT N4           |             | 0.30           |              |
| 05/01/20 | SWEEP PURCHASE<br>0.3 SHARES<br>TRADE 05/01/20<br>BLACKROCK TREASURY TRUST<br>- CASH MANAGEMENT N4 |             | -0.30          | 0.30         |
|          | <b>ENDING BALANCE</b>  | 0.00        | 0.00           | 5,916,222.21 |

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30/MAY/2020 CA NUECES COUNTY HOSPITAL DISTRICT 05/01/2020 thru 05/31/2020



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31 This website address appears at the foot of your reports and statements for your convenience.

Cash Sweep Clients

With respect to any "cash sweep vehicle", if applicable, Money Market Funds and Mutual Funds are not deposits within the meaning of the Federal Deposit Insurance Act (12 U.S.C. 1813 (f)), are not insured or guaranteed by the U.S. Government, the FDIC or any other government agency, are not insured, endorsed or guaranteed by Bank of America, are not obligations of Bank of America, and involve investment risk, including possible loss of principal. If a receiver were appointed for Bank of America, the client would have an ownership interest in the shares of the Money Market Fund or the Mutual Fund that Bank of America purchased on behalf of the client.

Nueces County Hospital District  
 Combined Balance Sheet - All Fund Types & Account Groups  
 As of 5/31/2020  
 (In Whole Numbers)

**UNAUDITED**

|   | General Fund      | Special Revenue Fund | Trust Fund     | General Fixed Assets | General Long Term Debt | Total              |
|---|-------------------|----------------------|----------------|----------------------|------------------------|--------------------|
| <b>Assets</b>                                 |                   |                      |                |                      |                        |                    |
| Cash & Cash Equivalents                       | 91,076,505        | 43,052,610           | 142,369        | 0                    | 0                      | 134,271,484        |
| Investments                                   | 0                 | 13,008,609           | 0              | 0                    | 0                      | 13,008,609         |
| Accrued Interest                              | 0                 | 181,485              | 11             | 0                    | 0                      | 181,496            |
| Taxes Receivables, Net of Allowance           | 2,478,327         | 0                    | 0              | 0                    | 0                      | 2,478,327          |
| Other Receivables                             | 0                 | 0                    | 0              | 0                    | 0                      | 0                  |
| Due from Other Funds                          | 17,976            | 0                    | 0              | 0                    | 0                      | 17,976             |
| Prepaid Expenditures                          | 49,742            | 0                    | 0              | 0                    | 0                      | 49,742             |
| Fixed Assets                                  | 0                 | 0                    | 0              | 32,162,574           | 0                      | 32,162,574         |
| Am't to be Provided for Retirement of LT Debt | 0                 | 0                    | 0              | 0                    | 31,634                 | 31,634             |
| <b>Total Assets</b>                           | <u>93,622,550</u> | <u>56,242,703</u>    | <u>142,380</u> | <u>32,162,574</u>    | <u>31,634</u>          | <u>182,201,841</u> |
| <b>Liabilities</b>                            |                   |                      |                |                      |                        |                    |
| Accounts Payable                              | 1,598,750         | 0                    | 0              | 0                    | 0                      | 1,598,750          |
| Accrued Payroll & Related Liabilities         | 236,135           | 0                    | 0              | 0                    | 0                      | 236,135            |
| Due to Other Funds                            | 0                 | 0                    | 17,976         | 0                    | 0                      | 17,976             |
| Deferred Revenue                              | 2,478,327         | 0                    | 0              | 0                    | 0                      | 2,478,327          |
| Long Term Paid Time Off                       | 0                 | 0                    | 0              | 0                    | 31,634                 | 31,634             |
| <b>Total Liabilities</b>                      | <u>4,313,212</u>  | <u>0</u>             | <u>17,976</u>  | <u>0</u>             | <u>31,634</u>          | <u>4,362,821</u>   |
| <b>Fund Equity</b>                            |                   |                      |                |                      |                        |                    |
| Fund Balance                                  | 45,696,327        | 55,618,410           | 137,192        | 32,162,574           | 0                      | 133,614,504        |
| P&L Account                                   | 43,613,011        | 624,293              | (12,788)       | 0                    | 0                      | 44,224,517         |
| <b>Total Fund Equity</b>                      | <u>89,309,338</u> | <u>56,242,703</u>    | <u>124,405</u> | <u>32,162,574</u>    | <u>0</u>               | <u>177,839,020</u> |
| <b>Total Liabilities &amp; Fund Equity</b>    | <u>93,622,550</u> | <u>56,242,703</u>    | <u>142,380</u> | <u>32,162,574</u>    | <u>31,634</u>          | <u>182,201,841</u> |

Nueces County Hospital District  
Statement of Revenues and Expenditures - All Governmental and Trust Funds  
General Fund  
From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

UNAUDITED

|   | Current Period Actual | Current Year Actual |
|---|-----------------------|---------------------|
| Revenues  |                       |                     |
| Taxes   | 195,167               | 33,936,969          |
| Penalties & Interest - Taxes                              | 32,781                | 220,176             |
| Spohn Corporate Member Revenue                            | 7,113,135             | 55,861,055          |
| Investment Income   | 20,593                | 548,497             |
| Other Income  | 1,206                 | 166,280             |
| Total Revenues  | 7,362,883             | 90,732,978          |
| Current Expenditures                                      |                       |                     |
| Intergovernmental Transfers                               | 9,663,019             | 39,796,913          |
| County Healthcare Funding                                 | 654,671               | 4,857,967           |
| Salaries  | 96,670                | 758,208             |
| Benefits  | 60,803                | 410,834             |
| Legal & Professional Fees                                 | 184,466               | 930,018             |
| Purchased Services  | 67,995                | 775,764             |
| Supplies & Materials                                      | 4,408                 | 15,597              |
| Rent & Leases   | 10,805                | 88,715              |
| Repairs & Maintenance                                     | 243                   | 1,335               |
| Utilities   | 4,506                 | 27,302              |
| Insurance   | 1,698                 | 13,588              |
| Administrative & General                                  | 3,551                 | 34,000              |
| Capital Outlay  | 0                     | 70,726              |
| Total Current Expenditures                                | 10,752,832            | 47,780,967          |
| Excess of Revenues Over Expenditures Before Sources/Uses  | (3,389,949)           | 42,952,011          |
| Other Financing Sources & Uses                            |                       |                     |
| Operating Transfers In                                    | (661,000)             | (661,000)           |
| Total Other Financing Sources & Uses                      | (661,000)             | (661,000)           |
| Excess of Revenues Over Expenditures After Sources & Uses | (2,728,949)           | 43,613,011          |
| Fund Balance, Beginning of Year                           |                       | 45,696,327          |
| FUND BALANCE, END OF YEAR                                 |                       | 89,309,338          |

**UNAUDITED**

Nueces County Hospital District  
Statement of Revenues and Expenditures - All Governmental and Trust Funds  
Special Revenue Fund  
From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

|   | <u>Current Period Actual</u> | <u>Current Year Actual</u> |
|---|------------------------------|----------------------------|
| Revenues  |                              |                            |
| Investment Income   | 45,058                       | 624,101                    |
| Tobacco Settlement Proceeds                               | <u>0</u>                     | <u>661,192</u>             |
| Total Revenues  | <u>45,058</u>                | <u>1,285,293</u>           |
| Excess of Revenues Over Expenditures Before Sources/Uses  | <u>45,058</u>                | <u>1,285,293</u>           |
| Other Financing Sources & Uses                            |                              |                            |
| Operating Transfers Out                                   | <u>661,000</u>               | <u>661,000</u>             |
| Total Other Financing Sources & Uses                      | <u>661,000</u>               | <u>661,000</u>             |
| Excess of Revenues Over Expenditures After Sources & Uses | <u>(615,942)</u>             | <u>624,293</u>             |
| Fund Balance, Beginning of Year                           |                              | 55,618,410                 |
| FUND BALANCE, END OF YEAR                                 |                              | <u><u>56,242,703</u></u>   |

**UNAUDITED**

**Nueces County Hospital District**  
**Statement of Revenues and Expenditures - All Governmental and Trust Funds**  
**Trust Fund**  
**From 5/1/2020 Through 5/31/2020**  
**(In Whole Numbers)**

|   | <u>Current Period Actual</u> | <u>Current Year Actual</u> |
|---|------------------------------|----------------------------|
| Revenues  |                              |                            |
| Investment Income   | 11                           | 1,045                      |
| Total Revenues  | <u>11</u>                    | <u>1,045</u>               |
| Current Expenditures                                      |                              |                            |
| Benefits  | 584                          | 12,600                     |
| Administrative & General                                  | 59                           | 1,233                      |
| Total Current Expenditures                                | <u>643</u>                   | <u>13,833</u>              |
| Excess of Revenues Over Expenditures Before Sources/Uses  | <u>(631)</u>                 | <u>(12,788)</u>            |
| Excess of Revenues Over Expenditures After Sources & Uses | <u>(631)</u>                 | <u>(12,788)</u>            |
| Fund Balance, Beginning of Year                           |                              | 137,192                    |
| FUND BALANCE, END OF YEAR                                 |                              | <u><u>124,405</u></u>      |

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
General Fund  
From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

UNAUDITED

|  | Current Period<br>Actual | Current Period<br>Budget | Current Period<br>Budget Variance | Current Year<br>Actual | YTD Budget        | YTD Budget<br>Variance |
|--|--------------------------|--------------------------|-----------------------------------|------------------------|-------------------|------------------------|
| <b>Revenues</b>  |                          |                          |                                   |                        |                   |                        |
| Taxes  | 195,167                  | 206,213                  | (11,046)                          | 33,936,969             | 33,068,091        | 868,878                |
| Penalties & Interest - Taxes                                 | 32,781                   | 16,947                   | 15,834                            | 220,176                | 188,007           | 32,169                 |
| Spohn Corporate Member Revenue                               | 7,113,135                | 7,041,667                | 71,468                            | 55,861,055             | 56,333,336        | (472,281)              |
| Investment Income  | 20,593                   | 56,521                   | (35,928)                          | 548,497                | 350,836           | 197,661                |
| Other Income   | 1,206                    | 0                        | 1,206                             | 166,280                | 300,000           | (133,720)              |
| Total Revenues   | <u>7,362,883</u>         | <u>7,321,348</u>         | <u>41,535</u>                     | <u>90,732,978</u>      | <u>90,240,270</u> | <u>492,708</u>         |
| <b>Current Expenditures</b>                                  |                          |                          |                                   |                        |                   |                        |
| Intergovernmental Transfers                                  | 9,663,019                | 627,422                  | (9,035,597)                       | 39,796,913             | 49,332,284        | 9,535,371              |
| County Healthcare Funding                                    | 654,671                  | 706,961                  | 52,290                            | 4,857,967              | 5,703,212         | 845,245                |
| Salaries   | 96,670                   | 115,764                  | 19,094                            | 758,208                | 985,215           | 227,007                |
| Benefits   | 60,803                   | 65,690                   | 4,887                             | 410,834                | 445,404           | 34,570                 |
| Legal & Professional Fees                                    | 184,466                  | 92,500                   | (91,966)                          | 930,018                | 1,240,008         | 309,990                |
| Purchased Services   | 67,995                   | 83,731                   | 15,736                            | 775,764                | 845,134           | 69,370                 |
| Supplies & Materials   | 4,408                    | 1,617                    | (2,791)                           | 15,597                 | 12,936            | (2,661)                |
| Rent & Leases  | 10,805                   | 11,083                   | 278                               | 88,715                 | 88,672            | (43)                   |
| Repairs & Maintenance  | 243                      | 626                      | 384                               | 1,335                  | 5,008             | 3,673                  |
| Utilities  | 4,506                    | 3,537                    | (969)                             | 27,302                 | 28,304            | 1,002                  |
| Insurance  | 1,698                    | 2,108                    | 410                               | 13,588                 | 16,868            | 3,280                  |
| Administrative & General                                     | 3,551                    | 5,298                    | 1,747                             | 34,000                 | 42,410            | 8,410                  |
| Capital Outlay   | 0                        | 0                        | 0                                 | 70,726                 | 162,000           | 91,274                 |
| Extraordinary  | 0                        | 417                      | 417                               | 0                      | 3,336             | 3,336                  |
| Total Current Expenditures                                   | <u>10,752,832</u>        | <u>1,716,754</u>         | <u>(9,036,078)</u>                | <u>47,780,967</u>      | <u>58,910,791</u> | <u>11,129,824</u>      |
| Excess of Revenues Over Expenditures<br>Before Sources/Uses  | <u>(3,389,949)</u>       | <u>5,604,594</u>         | <u>(8,994,543)</u>                | <u>42,952,011</u>      | <u>31,329,479</u> | <u>11,622,532</u>      |
| <b>Other Financing Sources &amp; Uses</b>                    |                          |                          |                                   |                        |                   |                        |
| Operating Transfers In                                       | (661,000)                | (600,000)                | 61,000                            | (661,000)              | (600,000)         | 61,000                 |
| Total Other Financing Sources & Uses                         | <u>(661,000)</u>         | <u>(600,000)</u>         | <u>61,000</u>                     | <u>(661,000)</u>       | <u>(600,000)</u>  | <u>61,000</u>          |
| Excess of Revenues Over Expenditures<br>After Sources & Uses | <u>(2,728,949)</u>       | <u>6,204,594</u>         | <u>(8,933,543)</u>                | <u>43,613,011</u>      | <u>31,929,479</u> | <u>11,683,532</u>      |
| Fund Balance, Beginning of Year                              |                          |                          |                                   | 45,696,327             | 0                 | 45,696,327             |
| FUND BALANCE, END OF YEAR                                    |                          |                          |                                   | <u>89,309,338</u>      | <u>31,929,479</u> | <u>57,379,859</u>      |

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Tobacco Settlement Fund  
From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

UNAUDITED

|  | Current Period<br>Actual | Current Period<br>Budget | Current Period<br>Budget Variance | Current Year<br>Actual | YTD Budget | YTD Budget<br>Variance |
|--|--------------------------|--------------------------|-----------------------------------|------------------------|------------|------------------------|
| <b>Revenues</b>  |                          |                          |                                   |                        |            |                        |
| Investment Income  | 100                      | 0                        | 100                               | 158                    | 0          | 158                    |
| Tobacco Settlement Proceeds                                  | 0                        | 0                        | 0                                 | 661,192                | 600,000    | 61,192                 |
| Total Revenues   | 100                      | 0                        | 100                               | 661,350                | 600,000    | 61,350                 |
| Excess of Revenues Over Expenditures<br>Before Sources/Uses  | 100                      | 0                        | 100                               | 661,350                | 600,000    | 61,350                 |
| <b>Other Financing Sources &amp; Uses</b>                    |                          |                          |                                   |                        |            |                        |
| Operating Transfers Out                                      | 661,000                  | 0                        | (661,000)                         | 661,000                | 600,000    | (61,000)               |
| Total Other Financing Sources & Uses                         | 661,000                  | 0                        | (661,000)                         | 661,000                | 600,000    | (61,000)               |
| Excess of Revenues Over Expenditures<br>After Sources & Uses | (660,900)                | 0                        | (660,900)                         | 350                    | 0          | 350                    |
| Fund Balance, Beginning of Year                              |                          |                          |                                   | 488                    | 0          | 488                    |
| <b>FUND BALANCE, END OF YEAR</b>                             |                          |                          |                                   | <b>838</b>             | <b>0</b>   | <b>838</b>             |

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Indigent Care Fund  
From 5/1/2020 Through 5/31/2020  
(In Whole Numbers)

UNAUDITED

|  | <u>Current Period<br/>Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Period<br/>Budget Variance</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>YTD Budget<br/>Variance</u> |
|--|----------------------------------|----------------------------------|---|--------------------------------|-------------------|--------------------------------|
| Revenues   |                                  |                                  |   |                                |                   |                                |
| Investment Income  | 44,958                           | 55,824                           | (10,866)                                  | 623,944                        | 445,037           | 178,907                        |
| Total Revenues   | <u>44,958</u>                    | <u>55,824</u>                    | <u>(10,866)</u>                           | <u>623,944</u>                 | <u>445,037</u>    | <u>178,907</u>                 |
| Excess of Revenues Over Expenditures<br>Before Sources/Uses  | <u>44,958</u>                    | <u>55,824</u>                    | <u>(10,866)</u>                           | <u>623,944</u>                 | <u>445,037</u>    | <u>178,907</u>                 |
| Excess of Revenues Over Expenditures<br>After Sources & Uses | <u>44,958</u>                    | <u>55,824</u>                    | <u>(10,866)</u>                           | <u>623,944</u>                 | <u>445,037</u>    | <u>178,907</u>                 |
| Fund Balance, Beginning of Year                              |                                  |                                  |   | 55,617,922                     | 0                 | 55,617,922                     |
| FUND BALANCE, END OF YEAR                                    |                                  |                                  |   | <u>56,241,866</u>              | <u>445,037</u>    | <u>55,796,829</u>              |

NUECES COUNTY HOSPITAL DISTRICT  
 PROJECTED STATEMENT OF REVENUES, EXPENDITURES, AND  
 CHANGES IN FUND BALANCE

For the Year Ending September 30, 2020

|   | <u>FY 2020 Proj</u>      | <u>FY 2020 Budget</u>    | <u>YTD Budget<br/>Variance</u> |
|---|--------------------------|--------------------------|--------------------------------|
| <b>Revenues:</b>  |                          |                          |                                |
| Taxes   | 34,143,682               | 33,607,552               | 536,130                        |
| Penalties and Interest - Taxes  | 337,918                  | 0                        | 337,918                        |
| Spohn Corporate Member Revenue  | 73,267,702               | 84,500,000               | (11,232,298)                   |
| Interest - Investments  | 704,599                  | 506,937                  | 197,662                        |
| Other   | 166,280                  | 300,000                  | (133,720)                      |
| Total Revenue   | <u>108,620,181</u>       | <u>118,914,489</u>       | <u>(10,294,308)</u>            |
| <b>Expenditures:</b>  |                          |                          |                                |
| Intergovernmental Transfers   | 81,975,888               | 114,835,114              | 32,859,226                     |
| County Healthcare Funding   | 7,908,802                | 8,531,039                | 622,237                        |
| Salaries  | 1,212,020                | 1,439,022                | 227,002                        |
| Benefits  | 618,669                  | 653,222                  | 34,553                         |
| Legal & Professional Fees   | 1,474,010                | 1,610,000                | 135,990                        |
| Purchased Services  | 1,106,130                | 1,175,500                | 69,370                         |
| Supplies & Materials  | 22,061                   | 19,400                   | (2,661)                        |
| Rent & Leases   | 136,715                  | 133,000                  | (3,715)                        |
| Repairs & Maintenance   | 3,827                    | 7,500                    | 3,673                          |
| Utilities   | 41,448                   | 42,450                   | 1,002                          |
| Insurance   | 22,020                   | 25,300                   | 3,280                          |
| Administrative & General  | 55,190                   | 63,600                   | 8,410                          |
| Capital Outlay  | 70,726                   | 162,000                  | 91,274                         |
| Extraordinary   | 5,000                    | 5,000                    | 0                              |
| Total Expenditures  | <u>94,652,506</u>        | <u>128,702,147</u>       | <u>34,049,641</u>              |
| Total Excess (Deficiency) of Revenues<br>Over Expenditures Before Other Financing Sources | 13,967,675               | (9,787,659)              | 23,755,333                     |
| <b>Other Financing Sources (Uses):</b>  |                          |                          |                                |
| Operating Transfers In  | 661,000                  | 600,000                  | 61,000                         |
| Operating Transfers Out   | 0                        | 0                        | 0                              |
| Total Excess (Deficiency) of Revenues<br>Over Expenditures After Other Financing Sources  | 14,628,675               | (9,187,659)              | 23,816,333                     |
| Fund Balance, Beginning of Year   | 45,696,327               | 33,916,185               | 11,780,142                     |
| Residual Equity Transfers In (Out)  | 0                        | 0                        | 0                              |
| FUND BALANCE (DEFICIT), END OF YEAR   | <u><u>60,325,002</u></u> | <u><u>24,728,526</u></u> | <u><u>35,596,475</u></u>       |



received  
04/29/20

*Nueces County Appraisal District  
201 N. Chaparral, Ste. 206  
Corpus Christi, Texas 78401-2503*

*Ramiro "Ronnie" Canales  
Nueces County Chief Appraiser*

Office: (361) 881-9978  
Fax: (361) 887-6721  
info@nuecescad.net

April 29, 2020

RE: 2020 Preliminary Estimate of Net Total Taxable Value - HOSPITAL DISTRICT

The State Property Tax Code, Section 26.01(e) requires the Chief Appraiser to prepare and certify to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value of property in that taxing unit by April 30<sup>th</sup> of each year.

We are providing you this ESTIMATE as required by statute. We believe the Appraisal Review Board process, which begins in May, will probably change this estimate before final certification of the tax roll in July.

Since the following number is only an **estimate**, we suggest caution in using it for budget purposes. If you need more detail, please Don Causey, Assistant Chief Appraiser, at 361.696.7608 or by email at dcausey@nuecescad.net.

**2020 Preliminary Estimate of Net Total Taxable value: \$32,940,584,430**

Certified and Submitted,

A handwritten signature in black ink, appearing to read "Ronnie", with a horizontal line underneath it.

Ramiro "Ronnie" Canales, RPA, CTA  
Chief Appraiser



Glenn Hegar  
Texas Comptroller of Public Accounts

# Taxes

Property Tax Assistance

## Property Tax Law Deadlines

This calendar shows important property tax deadlines for appraisal districts, taxing units and property owners. Unless otherwise noted, all sections are Tax Code citations.

Tax Code Section 1.06 provides that "[i]f the last day for the performance of an act is a Saturday, Sunday, or legal state or national holiday, the act is timely if performed on the next regular business day." The deadlines shown in this calendar reflect dates as they are provided in the law without any adjustment for an extension that might be applicable. Contact your local appraisal district or tax office if a due date falls on a weekend or holiday. To the extent that you need or want legal advice or seek an interpretation of statutory provisions, you should contact an attorney.

This information is provided by the Texas Comptroller of Public Accounts as a public service and is intended to be used solely for informational purposes. The information neither constitutes nor serves as a substitute for legal advice. To obtain professional assurance regarding the issues addressed herein, the services of a competent professional should be sought.

Collapse All

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### January

|         |  |
|---------|--|
| January |  |
|---------|--|

|    |  |
|----|--|
| 1  | <ul style="list-style-type: none"> <li>• Date that taxable values (except for inventories appraised Sept. 1) and qualification for certain exemptions are determined for the tax year (Secs. 11.42(a), 23.01(a), 23.12(f)).</li> <li>• Date a tax lien attaches to property to secure payments of taxes, penalties and interest that will be imposed for the year (Sec. 32.01(a)).</li> <li>• Date that members of county appraisal district (CAD) boards of directors begin two-year terms; half the members begin two-year terms if the CAD has staggered terms (Secs. 6.03(b), 6.034(a) and (e)).</li> <li>• Date that half of appraisal review board (ARB) members begin two-year terms and that ARB commissioners begin one year terms (Sec. 6.41(d-8)).</li> <li>• Date by which ARB commissioners, if appointed in the county, are required to return a list of proposed ARB members to the local administrative district judge (Sec. 6.41(d-7)).</li> <li>• Deadline for chief appraisers to notify the Comptroller's office of eligibility to serve as chief appraisers (Sec. 6.05(c)).</li> <li>• Date the temporary exemption for qualified property damaged by disaster expires as a qualified property of the first tax year in which the property is reappraised under Sec. 25.18 (Sec 11.35(k)).</li> </ul> |
| 2  | <ul style="list-style-type: none"> <li>• Date rendition period begins (Sec. 22.23(a)).</li> </ul>  |
| 10 | <ul style="list-style-type: none"> <li>• If a tax bill from the previous year is mailed after this date, the delinquency date is postponed (Sec. 31.04(a)).</li> </ul>   |

|           |  |
|-----------|--|
| <p>31</p> | <ul style="list-style-type: none"> <li>• Deadline for the Comptroller's office to publish the preliminary <i>Property Value Study (PVS)</i> findings, certify findings to the Texas Education Commissioner, and deliver findings to each school district (Gov't Code Sec. 403.302(g))</li> </ul> <p><b>NOTE:</b> A qualified school district or property owner may protest preliminary findings by filing a petition with the Comptroller not later than the 40th day after the date (whether Jan. 31 or an earlier date) on which the Comptroller's findings are certified to the Texas Commissioner of Education (Gov't Code Sec.403.303(a)).</p> <ul style="list-style-type: none"> <li>• Last day for chief appraiser to deliver applications for agricultural designation and exemptions requiring annual applications (Secs. 11.44(a)), 23.43(e)).</li> <li>• Last day for disabled or age 65 or older homeowners or disabled veterans and their surviving spouses qualified for Sec. 11.22 exemptions to provide notice of intent to pay by installment and pay the first installment of homestead property taxes if the delinquency date is Feb. 1. Other delinquency dates have different installment notice and payment deadlines. This deadline also applies to partially disabled veterans and their surviving spouses with homesteads donated from charitable organizations (Sec. 31.031(a-1)).</li> <li>• Last day for homeowners or qualified businesses whose properties were damaged in a disaster within a designated disaster area to pay the first installment of taxes with Feb. 1 delinquency dates if using installment payment option. Other delinquency dates have different notice and payment deadlines (Sec. 31.032(b)).</li> <li>• Last day for a CAD to give public notice of the capitalization rate to be used in that year to appraise property with low- and moderate-income housing exemption (Sec. 11.1825(r)).</li> </ul> |
|-----------|--|

**February**

|                        |  |
|------------------------|--|
| <p><b>February</b></p> |  |
| <p>1</p>               | <ul style="list-style-type: none"> <li>• Last day for motor vehicle, vessel and outboard motors, heavy equipment and manufactured housing dealers to file dealer's inventory declarations (Secs. 23.121(f), 23.124(f), 23.1241(f), 23.127(f)).</li> <li>• Date that taxes imposed the previous year become delinquent if a bill was mailed on or before Jan. 10 of the current year (Secs. 31.02(a), 31.04(a)).</li> <li>• Rollback tax and interest for change of use of 1-d, 1-d-1, timber, and restricted-use timber land become delinquent if taxing unit delivered a bill to the owner at least 20 days before this date (Secs. 23.46(c), 23.55(e), 23.76(e), 23.9807(f)).</li> <li>• Deadline for chief appraisers in certain counties to provide notice regarding the availability of agreement forms authorizing electronic communication, on or before this date (or as soon as practicable) Sec. 1.085(h)).</li> </ul> |

|                           |   |
|---------------------------|---|
| 15                        | <ul style="list-style-type: none"> <li>Last day for tax collector to disburse motor vehicle, vessel and outboard motor, heavy equipment and manufactured housing inventory taxes from escrow accounts to taxing units (Secs. 23.122(k), 23.1242(j), 23.125(k), 23.128(j)).</li> </ul> |
| 28<br>(29 if a leap year) | <ul style="list-style-type: none"> <li>Last day to request separate appraisal for interest in a cooperative housing corporation (Sec. 23.19(c)).</li> </ul>   |

### March

|       |   |
|-------|---|
| March |   |
| 31    | <ul style="list-style-type: none"> <li>Last day for taxing units' second quarterly payment for the current year CAD budget (Sec. 6.06(e)).</li> <li>Last day for disabled or age 65 or older homeowners or disabled veterans and their surviving spouses qualified for Sec. 11.22 exemptions to pay second installment on taxes with Feb. 1 delinquency dates. Other delinquency dates have different installment payment deadlines. This deadline also applies to partially disabled veterans and their surviving spouses with homesteads donated from charitable organizations (Sec. 31.031(a) and (a-1)).</li> <li>Last day for homeowners or qualified businesses whose properties were damaged in a disaster area to pay second installment on taxes with Feb. 1 delinquency dates. Other delinquency dates have different installment payment deadlines (Sec. 31.032(a) and (b)).</li> <li>Last day for qualified community housing development organizations to file listing of property acquired or sold during the past year with the chief appraiser (Sec. 11.182(i)).</li> </ul> |

### April

|       |  |
|-------|--|
| April |  |
| 1     | <ul style="list-style-type: none"> <li>Last day for qualifying local governments to submit completed applications to the Comptroller's office to receive disabled veterans assistance payments for previous fiscal year (Local Gov't Code Sec. 140.011(e)).</li> <li>Last day (or as soon as practicable thereafter) for chief appraiser to mail notices of appraised value for single-family residence homestead properties (Sec. 25.19(a)).</li> <li>Last day (or as soon thereafter as practicable) for chief appraiser to deliver a clear and understandable written notice to property owner of a single-family residence that qualifies for an exemption under Sec. 11.13 if an exemption or partial exemption that was approved for the preceding year was canceled or reduced for the current year (Sec. 25.193(a)).</li> <li>Last day for the chief appraiser to notify the taxing units of the form in which the appraisal roll will be provided to them (Sec. 26.01(a)).</li> </ul> |

15

- Last day to file renditions and property reports on most property types. Chief appraiser must extend deadline to May 15 upon written request (Sec. 22.23(a) and (b)).

**NOTE:** The Comptroller and each chief appraiser are required to publicize the legal requirements for filing rendition statements and the availability of the forms in a manner reasonably designed to notify all property owners of the law (Sec. 22.21). Chief appraisers need to check with their legal counsel to determine the manner and timing of this notice to meet the legal requirement.

|           |   |
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| <b>30</b> | <ul style="list-style-type: none"> <li>• Last day for property owners to file these applications or reports with the CAD:             <ul style="list-style-type: none"> <li>◦ Some exemption applications (Sec. 11.43(d))<br/>*</li> <li>◦ Notice to chief appraiser that property is no longer entitled to an exemption not requiring an annual application (Sec. 11.43(g));</li> <li>◦ Certain applications for special appraisal or notices to chief appraiser that property no longer qualifies for 1-d agricultural land, 1-d-1 agricultural land, timberland, restricted-use timberland, recreational-park-scenic land and public access airport property (Secs. 23.43(b), 23.54(d) and (h), 23.75(d) and (h), 23.84(b) and (d), 23.94(b) and (d), 23.9804(e) and (i));</li> <li>◦ Railroad rolling stock reports (Sec. 24.32(e));</li> <li>◦ Requests for separate listing of separately owned land and improvements (Sec. 25.08(c));</li> <li>◦ Requests for proportionate taxing of a planned unit development association property (Sec. 25.09(b));</li> <li>◦ Requests for separate listing of separately-owned standing timber and land (Sec. 25.10(c));</li> <li>◦ Requests for separate listing of undivided interests (Sec. 25.11(b)); and</li> <li>◦ Requests for joint taxation of separately owned mineral interests (Sec. 25.12(b)).</li> </ul> </li> <li>• Last day for chief appraiser to certify estimate of the taxable value for counties, municipalities, and school districts (counties and municipalities can choose to waive the estimate) (Sec. 26.01(e) and (f)). A school district with a fiscal year beginning July 1 may use this certified estimate when preparing the notices of public meetings to adopt the budget and discuss the proposed tax rate (Educ. Code Sec. 44.004(g)-(j)).</li> <li>• Last day to file rendition statements and property reports for property regulated by the Texas Public Utility Commission, Texas Railroad Commission, federal Surface Transportation Board or the Federal Energy Regulatory Commission. Chief appraiser must extend deadline to May 15 upon written request (Sec. 22.23(d)).</li> <li>• Last day for property owners to file applications for a location under Secs. 21.03, 21.031, 21.05 or 21.055. For good cause, chief appraiser shall extend deadline up to 30 days. Other deadlines apply if the property was not on the appraisal roll in the previous year. (Sec. 21.09(b)).</li> </ul> |
|-----------|---|

\*Exemption applications for cemeteries, certain charitable organizations, religious organizations, private schools, nonprofit water supply or wastewater service corporations and other nonprofit organizations must be filed within one year of acquiring the property (Secs. 11.42(d) and 11.43(d)). Unless birth date information has been provided to the CAD, persons who become age 65 or qualify as disabled during a tax year must apply for the applicable homestead exemptions within one year of qualifying (Sec. 11.43(k) and (m)).

|            |  |
|------------|--|
| <b>May</b> |  |
| <b>May</b> |  |

|      |   |
|------|---|
| 1    | <ul style="list-style-type: none"> <li>• Last day (or as soon as practicable thereafter) for chief appraiser to mail notices of appraised value for properties other than single-family residence homesteads (Sec. 25.19(a)).</li> <li>• Last day (or as soon thereafter as practicable) for chief appraiser to deliver a clear and understandable written notice to the property owner of residence homestead property that does not qualify for an exemption under Sec. 11.13 if an exemption or partial exemption that was approved for the preceding year was canceled or reduced for the current year (Sec. 25.193(a)).</li> </ul> |
| 1-14 | <ul style="list-style-type: none"> <li>• Period to file resolutions with chief appraiser to change CAD finance method (Sec. 6.061(c)).</li> </ul>   |
| 1-15 | <ul style="list-style-type: none"> <li>• Period when chief appraiser must publish notice about taxpayer protest procedures in a local newspaper with general circulation (Sec. 41.70(a) and (b)).</li> </ul> <p><b>NOTE:</b> Chief appraisers must annually publicize property owner rights and methods to protest to the ARB (Sec. 41.41(b)). Chief appraisers should consult legal counsel on the manner and timing to fulfill this requirement.</p>  |
| 2    | <ul style="list-style-type: none"> <li>• Beginning of time period when taxing units must notify delinquent taxpayers that taxes delinquent on July 1 will incur additional penalty for attorney collection costs at least 30 days and not more than 60 days before July 1. Period ends on June 1 (Sec. 33.07(d)).</li> </ul>  |
| 15   | <ul style="list-style-type: none"> <li>• Last day to file renditions and property reports for most property types if an extension was requested in writing. Chief appraiser may extend deadline an additional 15 days for good cause (Sec. 22.23(b)).</li> <li>• Date (or as soon as practicable thereafter) for chief appraiser to prepare appraisal records and submit to ARB (Secs. 25.01(a), 25.22(a)).</li> <li>• Last day to file most protests with ARB (or by 30th day after notice of appraised value is delivered, whichever is later) (Sec. 41.44(a)(1)).</li> </ul>   |
| 19   | <ul style="list-style-type: none"> <li>• Last day for chief appraiser to determine whether a sufficient number of eligible taxing units filed resolutions to change CAD's finance method (Sec. 6.061(d)).</li> </ul>  |
| 24   | <ul style="list-style-type: none"> <li>• Last day for chief appraiser to notify taxing units of change in the CAD's finance method (Sec. 6.061(d)).</li> </ul>  |

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| <p><b>31</b></p> | <ul style="list-style-type: none"> <li>• Last day for taxing units to file challenges with ARB (or within 15 days after the date the appraisal records are submitted to ARB (whichever is later) (Sec. 41.04).</li> <li>• Last day for disabled or age 65 or older homeowners or disabled veterans and their surviving spouses qualified for Sec. 11.22 exemptions to pay third installment on taxes with Feb. 1 delinquency dates. Other delinquency dates have different installment payment deadlines. This deadline also applies to partially disabled veterans and their surviving spouses with homesteads donated from charitable organizations (Sec. 31.031(a) and (a-1)).</li> <li>• Last day for homeowners and qualified businesses whose properties were damaged in a disaster area to pay third installment on taxes with Feb. 1 delinquency dates. Other delinquency dates have different installment payment deadlines (Sec. 31.032(a) and (b)).</li> <li>• Last day for a religious organization that has been denied an 11.20 exemption because of its charter to amend the charter and file a new application (or before the 60th day after the date of notification of the exemption denial, whichever is later) (Sec. 11.421(b)).</li> <li>• Last day for taxing unit to take official action to extend the date by which aircraft parts must be transported outside the state after acquired or imported to up to 730 days for the aircraft parts to be exempt from taxation as freeport goods for the current and subsequent tax years (Sec. 11.251(l)).</li> </ul> |
|------------------|--|

**June**

|                    |  |
|--------------------|--|
| <p><b>June</b></p> |  |
| <p><b>14</b></p>   | <ul style="list-style-type: none"> <li>• Last day for chief appraiser to submit proposed budget for next year to CAD board and taxing units (unless taxing units have changed CAD's fiscal year) (Sec. 6.06(a) and (i)).</li> </ul>  |
| <p><b>15</b></p>   | <ul style="list-style-type: none"> <li>• Last day (or the 60th day after the date on which the chief appraiser delivers notice to the property owner under Sec 22.22, if applicable) for chief appraisers to accept and approve or deny late-filed freeport exemption applications (Sec. 11.4391(a)).</li> </ul> |
| <p><b>16</b></p>   | <ul style="list-style-type: none"> <li>• Beginning date that CAD board may pass resolution to change CAD finance method, subject to taxing units' unanimous approval. Period ends before Aug. 15 (Sec. 6.061(a)).</li> </ul>   |

|           |   |
|-----------|---|
| <p>30</p> | <ul style="list-style-type: none"> <li>• Last day to pay second half of split payment for taxes imposed last year (Sec. 31.03(a)).</li> <li>• Last day for taxing units' third quarterly payment for CAD budget for the current year (Sec. 6.06(e)).</li> <li>• Last day to form a taxing unit to levy property taxes for the current year (Sec. 26.12(d)).</li> <li>• Last day for taxing units to adopt local option percentage homestead exemptions (Sec. 11.13(n)).</li> <li>• Last day for a private school that has been denied a 11.21 exemption because of the charter to amend the charter and file a new application (or the 60th day after the date of notification of the exemption denial, whichever is later) (Sec. 11.422(a)(1)).</li> </ul> |
|-----------|---|

**July**

|             |   |
|-------------|---|
| <p>July</p> |   |
| <p>1</p>    | <ul style="list-style-type: none"> <li>• Date that delinquent taxes incur total 12 percent penalty (Sec. 33.01(a)).</li> <li>• A taxing unit or CAD may provide that taxes that become delinquent on or after Feb. 1 of a year but not later than May 1 of that year and that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty to defray costs of collection, if the unit or CAD or another unit that collects taxes for the unit has contracted with an attorney to enforce the collection of delinquent taxes (Sec. 33.07(a)).</li> </ul> <p><b>NOTE:</b> Taxing units and CADs that have imposed the additional penalty for collection costs under Sec. 33.07 may provide for an additional penalty for attorney collection costs of taxes that become delinquent on or after June 1 under Secs. 26.07(f), 26.15(e), 31.03, 31.031, 31.032, 31.04, or 42.42. The penalty is incurred on the first day of the first month that begins at least 21 days after the date the collector sends the property owner a notice of delinquency and penalty (Sec 33.08(a) and (c)).</p> <ul style="list-style-type: none"> <li>• Last day for review and protests of appraisals of railroad rolling stock values (or as soon as practicable thereafter); once the appraised value is approved, the chief appraiser certifies to the Comptroller's office the allocated market value (Secs. 24.35(b), 24.36).</li> </ul> |
| <p>20</p>   | <ul style="list-style-type: none"> <li>• Date ARB must approve appraisal records, but may not do so if more than 5 percent of total appraised value remains under protest. The board of directors of a CAD in a county with a population of 1 million or more may postpone the deadline to Aug. 30 or increase the threshold percentage from 5 to 10 percent of the appraised value of properties not under protest (Sec. 41.12(a)-(c)).</li> </ul>   |

|    |   |
|----|---|
| 25 | <ul style="list-style-type: none"> <li>• Last day for Comptroller's office to certify apportionment of railroad rolling stock value to counties, with supplemental records after that date (Secs. 24.38, 24.40).</li> <li>• Last day for chief appraiser to certify appraisal roll to each taxing unit (Sec. 26.01(a)).</li> <li>• Last day for chief appraiser to prepare and certify to the assessor for each taxing unit an estimate of the taxable value of the property if the ARB has not approved the appraisal records by July 20 (Sec. 26.01(a-1)).</li> </ul>   |
| 31 | <ul style="list-style-type: none"> <li>• Last day for disabled or age 65 or older homeowners or disabled veterans and their surviving spouses qualified for Sec. 11.22 to pay fourth installment on taxes with Feb. 1 delinquency dates. Other delinquency dates have different installment payment deadlines. This deadline also applies to partially disabled veterans and their surviving spouses with homesteads donated from charitable organizations (Sec. 31.031(a-1)).</li> <li>• Last day for homeowners and qualified businesses whose properties were damaged in a disaster area to pay fourth installment on taxes with Feb. 1 delinquency dates. Other delinquency dates have different installment payment deadlines (Sec. 31.032(b)).</li> <li>• Last day for property owners to apply for Sept. 1 inventory appraisal for the next year (Sec. 23.12(f)).</li> </ul> |

## August

|        |  |
|--------|--|
| August |  |
| 1      | <ul style="list-style-type: none"> <li>• Date taxing unit's assessor submits appraisal roll and date that collector submits collection rate estimate for the current year to the governing body (or soon after as practical) (Sec. 26.04(b)).</li> </ul>   |
| 7      | <ul style="list-style-type: none"> <li>• Date taxing units (other than school districts, small taxing units and water districts) must publicize no-new-revenue and voter-approval tax rates, unencumbered fund balances, debt obligation schedule and other applicable items (or as soon as practical thereafter) (Secs. 26.04(e) and (e)(1), 26.052(b) and Water Code Secs. 49.107(g), 49.108(f)).</li> </ul> |
| 14     | <ul style="list-style-type: none"> <li>• Last day for CAD board to pass resolution to change CAD finance method, subject to taxing unit's unanimous consent (Sec. 6.061(a)).</li> <li>• Last day for CAD board to pass resolution to change number of directors, method for appointing, or both, and deliver the resolution to each taxing unit (Sec. 6.031(a)).</li> </ul>                                    |
| 15     | <ul style="list-style-type: none"> <li>• Deadline for Comptroller's office to certify final PVS findings to Education Commissioner except as provided (Comptroller Rule Sec. 9.4317(d)).</li> </ul>  |

|    |   |
|----|---|
| 30 | <ul style="list-style-type: none"> <li>• Date ARB must approve appraisal records for CADs in counties with populations of 1 million or more where the board of directors has postponed the deadline from July 20 (Sec. 41.12(c)(1)).</li> </ul>   |
| 31 | <ul style="list-style-type: none"> <li>• If a tax bill is returned undelivered to a taxing unit by the United States Postal Service, a taxing unit must waive penalties and interest if the taxing unit does not send another tax bill at least 21 days before the delinquency date to the current mailing address furnished by the property owner and the property owner establishes that a current mailing address was furnished to the CAD for the tax bill before Sept. 1 of the year in which the tax is assessed (Sec. 33.011(b)(1)).</li> <li>• Last day taxing units may file resolutions with the CAD board to oppose proposed change in the CAD finance method (Sec. 6.061(a)).</li> <li>• Last day for taxing unit entitled to vote for appointment of CAD directors to file a resolution opposing a change by the CAD board in the number and selection of directors (Sec. 6.031(a)).</li> <li>• Deadline to file form with chief appraiser and collector to elect not to be treated as a motor vehicle inventory dealer for the next tax year, if eligible (Sec. 23.121(a)(3)(D)(iii)).</li> </ul> |

## September

|                  |   |
|------------------|---|
| <b>September</b> |   |
| 1                | <ul style="list-style-type: none"> <li>• Date that taxable value of inventories may be determined at property owner's written option (Sec. 23.12(f)).</li> </ul>  |
| 14               | <ul style="list-style-type: none"> <li>• Last day for CAD board to adopt CAD budget for the next year, unless a district has changed its fiscal year (Sec. 6.06(b) and (i)).</li> <li>• Last day for CAD board to notify taxing units in writing if a proposal to change a finance method by taxing units' unanimous consent has been rejected (Sec. 6.061(a)).</li> <li>• Last day for CAD board to notify taxing units in writing if a proposal to change the number or method of selecting CAD directors is rejected by a voting taxing unit (Sec. 6.031(a)).</li> </ul> |
| 29               | <ul style="list-style-type: none"> <li>• Last day for taxing units to adopt tax rate for the current year, or before the 60th day after the date the certified appraisal roll is received by a taxing unit, whichever is later. Failure to adopt by these required dates results in a unit adopting the lower of its no-new-revenue tax rate for this year or last year's tax rate; unit's governing body must ratify new rate within five days of establishing rate (Sec. 26.05(a) and(c)).</li> </ul>   |
| 30               | <ul style="list-style-type: none"> <li>• Last day for taxing units' fourth quarterly payment for CAD budget for the current year (Sec. 6.06(e)).</li> </ul>   |

**October**

|                |  |
|----------------|--|
| <b>October</b> |  |
| <b>1</b>       | <ul style="list-style-type: none"> <li>• Date tax assessor mails tax bills for the year (or soon after as practical) (Sec. 31.01(a)).</li> </ul> |

**November**

|                 |  |
|-----------------|--|
| <b>November</b> |  |
| <b>30</b>       | <ul style="list-style-type: none"> <li>• First half of split payment of taxes is due on or before this date (Sec 31.03(a)).</li> </ul> |

**December**

|                 |   |
|-----------------|---|
| <b>December</b> |   |
| <b>1-31</b>     | <ul style="list-style-type: none"> <li>• Time when appraisal office may conduct a mail survey to verify homestead exemption eligibility (Sec. 11.47(a)).</li> </ul>   |
| <b>31</b>       | <ul style="list-style-type: none"> <li>• Last day for taxing units' first quarterly payment for CAD budget for next year (Sec. 6.06(e)).</li> <li>• Last day for taxing units to take official action to tax goods-in-transit for the following tax year (Sec. 11.253(j)).</li> </ul> |

Nuces County Hospital District  
 Psychiatric Claim Statistics  
 CYE-December 31, 2020

|              | Place of Service |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
|--------------|------------------|-----------------|-------------|-----------------|-----------|------------------|------------|-----------------|-----------------------|-----------------|------------|------------------|
|              | Emergency Room   |                 | Observation |                 | Inpatient |                  | Outpatient |                 | Family Health Centers |                 | Total      |                  |
|              | # Claims         | Imputed Cost    | # Claims    | Imputed Cost    | # Claims  | Imputed Cost     | # Claims   | Imputed Cost    | # Claims              | Imputed Cost    | # Claims   | Imputed Cost     |
| January      | 12               | \$8,572         |             |                 | 4         | \$20,192         | 16         | \$11,118        | 37                    | \$6,878         | 69         | \$46,760         |
| February     | 10               | 4,949           |             |                 | 13        | 51,508           | 20         | 11,963          | 51                    | 8,929           | 94         | \$77,350         |
| March        | 25               | 12,319          | 2           | 10,736          | 6         | 25,288           | 32         | 21,355          | 60                    | 9,286           | 125        | \$78,984         |
| April        | 14               | 6,814           | 1           | 5,969           | 3         | 9,599            | 12         | 8,719           | 29                    | 5,573           | 59         | \$36,674         |
| May          | 15               | 7,431           |             |                 | 5         | 31,017           | 9          | 3,586           | 22                    | 2,705           | 51         | \$44,739         |
| June         |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| July         |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| August       |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| September    |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| October      |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| November     |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| December     |                  |                 |             |                 |           |                  |            |                 |                       |                 |            |                  |
| <b>Total</b> | <b>76</b>        | <b>\$40,085</b> | <b>3</b>    | <b>\$16,705</b> | <b>31</b> | <b>\$137,605</b> | <b>89</b>  | <b>\$56,741</b> | <b>199</b>            | <b>\$33,372</b> | <b>398</b> | <b>\$284,507</b> |

|              |    |         |   |         |   |          |    |          |    |         |    |          |
|--------------|----|---------|---|---------|---|----------|----|----------|----|---------|----|----------|
| Monthly Avg. | 15 | \$8,017 | 2 | \$8,352 | 6 | \$27,521 | 18 | \$11,348 | 40 | \$6,674 | 80 | \$56,901 |
|--------------|----|---------|---|---------|---|----------|----|----------|----|---------|----|----------|

Note: Imputed cost is included in month that claim was adjudicated. NCHD claims that contain a psychiatric primary diagnosis were selected for the statistics.

Nueces County Hospital District  
 Psychiatric Inpatient Beds per Day  
 CYE 12/31/2020

| January   | February  | March     | April     | May       | June      | July      | August    | September | October    | November   | December   | # of Patients in Beds |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|-----------------------|
| 1/1/2020  | 1/21/2020 | 1/31/2020 | 4/1/2020  | 5/1/2020  | 6/1/2020  | 7/1/2020  | 8/1/2020  | 9/1/2020  | 10/1/2020  | 11/1/2020  | 12/1/2020  | 0                     |
| 1/2/2020  | 1/22/2020 | 2/1/2020  | 4/2/2020  | 5/2/2020  | 6/2/2020  | 7/2/2020  | 8/2/2020  | 9/2/2020  | 10/2/2020  | 11/2/2020  | 12/2/2020  | 0                     |
| 1/3/2020  | 2/3/2020  | 3/3/2020  | 4/3/2020  | 5/3/2020  | 6/3/2020  | 7/3/2020  | 8/3/2020  | 9/3/2020  | 10/3/2020  | 11/3/2020  | 12/3/2020  | 0                     |
| 1/4/2020  | 2/4/2020  | 3/4/2020  | 4/4/2020  | 5/4/2020  | 6/4/2020  | 7/4/2020  | 8/4/2020  | 9/4/2020  | 10/4/2020  | 11/4/2020  | 12/4/2020  | 0                     |
| 1/5/2020  | 2/5/2020  | 3/5/2020  | 4/5/2020  | 5/5/2020  | 6/5/2020  | 7/5/2020  | 8/5/2020  | 9/5/2020  | 10/5/2020  | 11/5/2020  | 12/5/2020  | 0                     |
| 1/6/2020  | 2/6/2020  | 3/6/2020  | 4/6/2020  | 5/6/2020  | 6/6/2020  | 7/6/2020  | 8/6/2020  | 9/6/2020  | 10/6/2020  | 11/6/2020  | 12/6/2020  | 0                     |
| 1/7/2020  | 2/7/2020  | 3/7/2020  | 4/7/2020  | 5/7/2020  | 6/7/2020  | 7/7/2020  | 8/7/2020  | 9/7/2020  | 10/7/2020  | 11/7/2020  | 12/7/2020  | 0                     |
| 1/8/2020  | 2/8/2020  | 3/8/2020  | 4/8/2020  | 5/8/2020  | 6/8/2020  | 7/8/2020  | 8/8/2020  | 9/8/2020  | 10/8/2020  | 11/8/2020  | 12/8/2020  | 0                     |
| 1/9/2020  | 2/9/2020  | 3/9/2020  | 4/9/2020  | 5/9/2020  | 6/9/2020  | 7/9/2020  | 8/9/2020  | 9/9/2020  | 10/9/2020  | 11/9/2020  | 12/9/2020  | 0                     |
| 1/10/2020 | 2/10/2020 | 3/10/2020 | 4/10/2020 | 5/10/2020 | 6/10/2020 | 7/10/2020 | 8/10/2020 | 9/10/2020 | 10/10/2020 | 11/10/2020 | 12/10/2020 | 0                     |
| 1/11/2020 | 2/11/2020 | 3/11/2020 | 4/11/2020 | 5/11/2020 | 6/11/2020 | 7/11/2020 | 8/11/2020 | 9/11/2020 | 10/11/2020 | 11/11/2020 | 12/11/2020 | 0                     |
| 1/12/2020 | 2/12/2020 | 3/12/2020 | 4/12/2020 | 5/12/2020 | 6/12/2020 | 7/12/2020 | 8/12/2020 | 9/12/2020 | 10/12/2020 | 11/12/2020 | 12/12/2020 | 0                     |
| 1/13/2020 | 2/13/2020 | 3/13/2020 | 4/13/2020 | 5/13/2020 | 6/13/2020 | 7/13/2020 | 8/13/2020 | 9/13/2020 | 10/13/2020 | 11/13/2020 | 12/13/2020 | 0                     |
| 1/14/2020 | 2/14/2020 | 3/14/2020 | 4/14/2020 | 5/14/2020 | 6/14/2020 | 7/14/2020 | 8/14/2020 | 9/14/2020 | 10/14/2020 | 11/14/2020 | 12/14/2020 | 0                     |
| 1/15/2020 | 2/15/2020 | 3/15/2020 | 4/15/2020 | 5/15/2020 | 6/15/2020 | 7/15/2020 | 8/15/2020 | 9/15/2020 | 10/15/2020 | 11/15/2020 | 12/15/2020 | 0                     |
| 1/16/2020 | 2/16/2020 | 3/16/2020 | 4/16/2020 | 5/16/2020 | 6/16/2020 | 7/16/2020 | 8/16/2020 | 9/16/2020 | 10/16/2020 | 11/16/2020 | 12/16/2020 | 0                     |
| 1/17/2020 | 2/17/2020 | 3/17/2020 | 4/17/2020 | 5/17/2020 | 6/17/2020 | 7/17/2020 | 8/17/2020 | 9/17/2020 | 10/17/2020 | 11/17/2020 | 12/17/2020 | 0                     |
| 1/18/2020 | 2/18/2020 | 3/18/2020 | 4/18/2020 | 5/18/2020 | 6/18/2020 | 7/18/2020 | 8/18/2020 | 9/18/2020 | 10/18/2020 | 11/18/2020 | 12/18/2020 | 0                     |
| 1/19/2020 | 2/19/2020 | 3/19/2020 | 4/19/2020 | 5/19/2020 | 6/19/2020 | 7/19/2020 | 8/19/2020 | 9/19/2020 | 10/19/2020 | 11/19/2020 | 12/19/2020 | 0                     |
| 1/20/2020 | 2/20/2020 | 3/20/2020 | 4/20/2020 | 5/20/2020 | 6/20/2020 | 7/20/2020 | 8/20/2020 | 9/20/2020 | 10/20/2020 | 11/20/2020 | 12/20/2020 | 0                     |
| 1/21/2020 | 2/21/2020 | 3/21/2020 | 4/21/2020 | 5/21/2020 | 6/21/2020 | 7/21/2020 | 8/21/2020 | 9/21/2020 | 10/21/2020 | 11/21/2020 | 12/21/2020 | 0                     |
| 1/22/2020 | 2/22/2020 | 3/22/2020 | 4/22/2020 | 5/22/2020 | 6/22/2020 | 7/22/2020 | 8/22/2020 | 9/22/2020 | 10/22/2020 | 11/22/2020 | 12/22/2020 | 0                     |
| 1/23/2020 | 2/23/2020 | 3/23/2020 | 4/23/2020 | 5/23/2020 | 6/23/2020 | 7/23/2020 | 8/23/2020 | 9/23/2020 | 10/23/2020 | 11/23/2020 | 12/23/2020 | 0                     |
| 1/24/2020 | 2/24/2020 | 3/24/2020 | 4/24/2020 | 5/24/2020 | 6/24/2020 | 7/24/2020 | 8/24/2020 | 9/24/2020 | 10/24/2020 | 11/24/2020 | 12/24/2020 | 0                     |
| 1/25/2020 | 2/25/2020 | 3/25/2020 | 4/25/2020 | 5/25/2020 | 6/25/2020 | 7/25/2020 | 8/25/2020 | 9/25/2020 | 10/25/2020 | 11/25/2020 | 12/25/2020 | 0                     |
| 1/26/2020 | 2/26/2020 | 3/26/2020 | 4/26/2020 | 5/26/2020 | 6/26/2020 | 7/26/2020 | 8/26/2020 | 9/26/2020 | 10/26/2020 | 11/26/2020 | 12/26/2020 | 0                     |
| 1/27/2020 | 2/27/2020 | 3/27/2020 | 4/27/2020 | 5/27/2020 | 6/27/2020 | 7/27/2020 | 8/27/2020 | 9/27/2020 | 10/27/2020 | 11/27/2020 | 12/27/2020 | 0                     |
| 1/28/2020 | 2/28/2020 | 3/28/2020 | 4/28/2020 | 5/28/2020 | 6/28/2020 | 7/28/2020 | 8/28/2020 | 9/28/2020 | 10/28/2020 | 11/28/2020 | 12/28/2020 | 0                     |
| 1/29/2020 | 2/29/2020 | 3/29/2020 | 4/29/2020 | 5/29/2020 | 6/29/2020 | 7/29/2020 | 8/29/2020 | 9/29/2020 | 10/29/2020 | 11/29/2020 | 12/29/2020 | 0                     |
| 1/30/2020 | 2/30/2020 | 3/30/2020 | 4/30/2020 | 5/30/2020 | 6/30/2020 | 7/30/2020 | 8/30/2020 | 9/30/2020 | 10/30/2020 | 11/30/2020 | 12/30/2020 | 0                     |
| 1/31/2020 | 2/31/2020 | 3/31/2020 | 4/31/2020 | 5/31/2020 | 6/31/2020 | 7/31/2020 | 8/31/2020 | 9/31/2020 | 10/31/2020 | 11/31/2020 | 12/31/2020 | 0                     |
| Totals    | 13        | 51        | 24        | 3         | 0         | 0         | 0         | 0         | 0          | 0          | 0          | 0.00                  |
| Avg/Day   | 0.42      | 1.82      | 0.77      | 0.10      | 0.00      | 0.00      | 0.00      | 0.00      | 0.00       | 0.00       | 0.00       | 0.00                  |

| Counts        |    |    |    |    |    |    |    |    |    | Totals |    |    |     |
|---------------|----|----|----|----|----|----|----|----|----|--------|----|----|-----|
| 0 Patient(s)  | 18 | 7  | 10 | 27 | 31 | 30 | 31 | 31 | 30 | 31     | 30 | 31 | 307 |
| 1 Patient(s)  | 13 | 6  | 18 | 3  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 40  |
| 2 Patient(s)  | 0  | 4  | 3  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 7   |
| 3 Patient(s)  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| 4 Patient(s)  | 0  | 4  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 4   |
| 5 Patient(s)  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| 6 Patient(s)  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| 7 Patient(s)  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| 8 Patient(s)  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| 9 Patient(s)  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| 10 Patient(s) | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0      | 0  | 0  | 0   |
| Total Days    | 31 | 28 | 31 | 30 | 31 | 30 | 31 | 31 | 30 | 31     | 30 | 31 | 365 |

Note: Data is shown by date of service for Nueces Aid claims that have been adjudicated for payment as of May 31, 2020. All claims have a psychiatry DRG as a primary code.

## Meadows Mental Health Policy Institute

### Comprehensive Mental Health Needs Assessment for Nueces County – Monthly Progress Report, April 2020

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In September 2019, Nueces County and the Nueces County Hospital District (NCHD) engaged the Meadows Mental Health Policy Institute (MMHPI) to conduct a comprehensive mental health needs assessment to inform the county's efforts to improve services for its residents.

We (MMHPI) are pleased to provide a monthly progress report on the status of our assessment and the work we accomplished in April 2020.

#### Milestones for the Month – April 2020

- During April, we reviewed and revised the draft needs assessment report. In the coming weeks, we will deliver this report for initial feedback from designated community stakeholders as identified by Nueces County Judge Barbara Canales and Dr. Jonny Hipp, NCHD administrator and chief executive officer. After we receive community member feedback, our team will incorporate it into the final report.

#### Adult

- Members of our Adult Team facilitated a follow-up meeting between the University of Texas Rio Grande Valley (UTRGV) School of Medicine and the Nueces Center for Mental Health and Intellectual Disabilities (NCMHID) to discuss next steps related to the Community Psychiatric Workforce Expansion program under Senate Bill 11. The Community Psychiatric Workforce Expansion program will provide full-time psychiatrists to serve as academic medical directors at facilities operated by community mental health providers as well as new psychiatric resident rotation positions at those facilities. To-date, UTRGV is proposing to provide up to 16 hours of psychiatry time at NCHMID.

#### Deliverables for Month

- We submitted our *Monthly Status Report for March 2020* to Judge Canales and Dr. Hipp.

#### Upcoming Deliverables

- April/May 2020: We will submit a draft report of our comprehensive community mental health needs assessment.
- June/July 2020: We will submit a final report of our comprehensive community mental health needs assessment.
- June to September 2020: We will provide consultation on report recommendations and how to implement them.

**MEMORANDUM**

May ~~2019~~, 2020

To: **Nueces County Judge and Commissioners Court**

From: **Board of Managers**

Subject: **Mental and Behavioral Health Plan for Nueces County (Draft)**

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Judge and Commissioners:

Please find attached a draft Mental and Behavioral Health Plan for Nueces County. The Plan was developed and approved by the Board of Managers for presentation to you for your thoughts and input. The Plan considers both the current situation and future needs for services in the County.

When the Board of Managers have received your input we will prepare a final document and provide for your approval.

Please acknowledge receipt below.

County Judge: \_\_\_\_\_  
Barbara Canales

Commissioner, Precinct 1: \_\_\_\_\_  
Carolyn Vaughn

Commissioner, Precinct 2: \_\_\_\_\_  
Joe A. Gonzalez

Commissioner, Precinct 3: \_\_\_\_\_  
John Marez

Commissioner, Precinct 4: \_\_\_\_\_  
Brent Chesney

## **MENTAL HEALTH – BEHAVIORAL HEALTH REQUIRED ELEMENTS OF NUECES COUNTY PROGRAM**

The Nueces County Hospital District (“NCHD”) will enter into a NCHD Access Agreement with a Provider who provides mental health and Behavioral Health services to NCHD patients but can also accommodate a community need in accordance with the following requirements. All of these services will be provided to NCHD patients for the Access Fee stated in an NCHD Access Agreement.

### **Inpatient Services**

1. Provider will build a new hospital facility within Nueces County, specifically, the City of Corpus Christi that is dedicated to mental and behavioral health (the “Facility”).
  - a. The Facility will be either a NCHD publically financed/owned, Public Private Partnership (PPP) or privately financed/owned, the NCHD will not contribute funds toward its construction, operation or maintenance as it will be built on privately owned property.
  - b. It is our preference that the facility be located within close proximity of an emergency department and the Nueces County Jail.
  - c. Should the Facility be privately owned by Provider, NCHD will reserve the first right of refusal in purchasing the Facility at fair market value should the contract terminate by either party or renewal of contract is not executed.
  - d. Referencing C above, NCHD will require a 6-9 months’ notice should Provider decide to terminate or not renew agreement.
  
2. Provider will maintain a capacity of no less than ~~thirty-three (33)~~~~sixty (60)~~ **(Reference Meadows study)**-inpatient beds at the Facility.
  - a. Provider will ensure that inpatient beds at the Facility are available to all NCHD patients at all times for the Access Fee.
  - b. Additional beds will be used to provide community-wide care to insured and uninsured patients as Provider determines appropriate in its discretion.
  
3. Provider will operate a 24 x 7 x 365 assessment and evaluation center at the Facility.
  - a. In house skilled staff will be available 24 x 7 x 365 to triage patients with mental health and/or behavioral health needs. Telemedicine is acceptable as directed by medical staff.
  - b. In house skilled staff will be available 24 x 7 x 365 to determine the appropriate level of patient care and coordinate patient flow. Telemedicine is acceptable as directed by medical staff.

4. Provider will operate an Adult Crisis Unit at the Facility
  - a. The Adult Crisis Unit will be available to patients eighteen (18) years and older who are experiencing acute mental and/or behavioral health issues.
  - b. Judicial patients will be accepted.
  - c. Collaboration with Mental Health and Intellectual Disabilities (MHID) as feasible.
  
5. Provider will operate an Adult Stabilization Unit at the Facility.
  - a. The Adult Stabilization Unit will be available to patients eighteen (18) years and older and focus on providing services and resources needed by patients who are no longer in crisis so that those patients can safely return to the community.
  - b. The Adult Stabilization Unit will offer multiple therapeutic interventions for those patients.
  
6. Provider will operate a Child/Adolescent Unit at the Facility.
  - a. The Child/Adolescent Unit will be available to patients between the ages of ten (10) and seventeen (17) years old and provide a range of multidisciplinary treatments to include family interventions.
  - b. The Child/Adolescent Unit will offer a program for following up with patients after discharge.
  
7. Provider will operate a Neuro-Geropsychiatric Unit at the Facility.
  - a. The Neuro-Geropsychiatric Unit will be available to patients regardless of age to provide acute stabilization, diagnosis and management for cognitive disorders.

### **Outpatient Services**

1. Provider will operate an outpatient clinic in conjunction with and preferably in close proximity to the Facility.
  - a. One or more clinicians and skilled staff will be available at the outpatient clinic during business hours.
  - b. The outpatient clinic will provide a range of outpatient mental health and behavioral health services to adult, child, adolescent and geriatric patients.
  - c. All outpatient services will be available to NCHD patients per the Access Fee.
  
2. Provider will operate intensive outpatient programs at the outpatient clinic.
  - a. An intensive outpatient program will be provided to offer drug and alcohol treatment during evening hours to accommodate scheduling with patients who work during clinic regular hours.
  - b. An intensive outpatient program will be provided to offer individual and group psychotherapy on a weekly basis.

3. Provider will offer support and guidance services for families and senior citizens.

### **Educational Component**

1. Provider will work in collaboration with colleges and universities along with school districts, law enforcement agencies, social services programs and medical facilities to provide educational resources to the community on mental and behavioral health topics.
2. Provider will work in collaboration with local colleges and universities to offer hands on training and practicum experience to students enrolled in related fields of health care.
3. Provider will aim to create an affiliate university level research or residency based program.

### **Quality Assurances**

1. Provider will implement and comply with relevant/associated quality assurance and improvement program that establishes standards and goals and measures performance in the following areas.
  - a. Centers for Medicare & Medicaid Services (CMS) defined quality measures for Behavioral Health.
  - b. Substance Abuse and Mental Health Services Administration (SAMSHA) Quality Indicators.
2. Provider will monitor quality assurance performance data on a regularly scheduled interval and will report to NCHD as prescribed.
3. Provider will be responsible for evaluation and enhancement of the quality assurance improvement program to ensure that the program is accomplishing the goal of promoting best practices and processes that will result in overall better care for each individual patient and the population as a whole.



# NUECES COUNTY HOSPITAL DISTRICT

## Administrative Offices

555 N. Carancahua Street, Suite 950  
Corpus Christi, Texas 78401-0835

Phone: (361) 808-3300  
Fax: (361) 808-3274

April 13, 2020

Thomas L. Graham  
506 W. 12<sup>th</sup> St. Suite B  
Austin, Texas 78701

Dear Mr. Graham:

This Letter Agreement shall serve as the First Amendment (Supplemental Agreement) to the Personal Services Contract ("Contract") made by and between the County of Nueces, Nueces County Hospital District ("NCHD"), and Thomas L. Graham ("Contractor") for contracting for personal services and entered March 11, 2020. The personal services are described in the Contract as: "A communications plan to assess the communications, public education, and engagement needs of the community and identify and implement steps to address through public education, public health care issues and available services, for mental health issues, opioid addiction issues, COVID-19 (coronavirus) issues and other health care concerns within Nueces County."

For timeliness and efficiency, it is now advisable to coordinate NCHD's planned upgrade of its current website with the work currently being performed by the Contractor under terms of the Contract. The parties agree the amended services sought by this Letter Agreement to upgrade the NCHD website are consistent with the scope and intent of the Contract and the personal services provided by the Contractor under the Contract.

The Contract is hereby amended as follows:

**Attachment B: Services to be Provided by Contractor**

- Amend existing Paragraph 1 to add: "d) Work closely with NCHD's administrative and enrollment teams to upgrade the current NCHD website to improve presentation, usability, Nueces Aid Program application processing, and provision of information to stakeholders and the public."
- Add new Paragraph 19 to read: "Upgrade the current NCHD website to improve presentation, usability, Nueces Aid Program application processing, and provision of information to stakeholders and the public."

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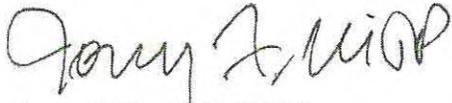
**Attachment C-1: Fee Schedule**

- Add additional Deliverable to read as shown below:

| Deliverable  | Date      | Fee                        |                       |
|--|-----------|----------------------------|-----------------------|
|  |           | Designated/Monthly Expense | One Time Expense Item |
| Website, Digital Audit, Comparative Audit            | April/May |                            | \$9,000               |
| Branding Package & UX (User Experience) Design       | May/June  |                            | \$10,000              |
| Develop & Upgrade NCHD Website & Chat Bot Deployment | June/July |                            | \$20,000              |

ALL OTHER TERMS OF THE ORIGINAL PERSONAL SERVICES CONTRACT REMAIN THE SAME.

Sincerely,

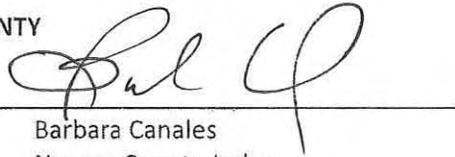


Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer

AGREED:

COUNTY

By:



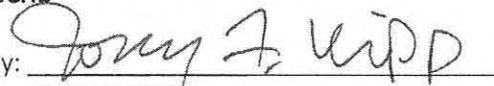
Barbara Canales  
Nueces County Judge

Date:

4/22/2020

NCHD

By:



Jonny F. Hipp  
Administrator/Chief Executive Officer  
Nueces County Hospital District

Date:

4/13/2020

CONTRACTOR

By:



Thomas L. Graham

Date:

4/13/2020



Attest:



Kara Sands  
Nueces County Clerk

ATTEST:

---

COUNTY CLERK

**PERSONAL SERVICES CONTRACT**

**STATE OF TEXAS**

**COUNTY OF NUECES**

THIS CONTRACT FOR PERSONAL SERVICES is made by and between the County of Nueces, hereinafter called "County," the Nueces County Hospital District, hereinafter called "NCHD" and Thomas L. Graham, hereinafter called "Contractor" for the purpose of contracting for personal services.

**WITNESSETH**

**WHEREAS**, Local Government Code, Chapter 262.024, provides for the procurement of personal services; and

**WHEREAS**, the County and NCHD desire to contract for personal services described as follows:

A communications plan to assess the communications, public education, and engagement needs of the community and identify and implement steps to address through public education, public health care issues and available services, for mental health issues, opioid addiction issues, COVID-19 (coronavirus) issues and other health care concerns within Nueces County.

**NOW, THEREFORE**, the County, NCHD and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

**AGREEMENT**

**ARTICLE 1**

**SCOPE OF SERVICES TO BE PROVIDED BY COUNTY**

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services to be provided by the County, attached hereto and made a part thereof this contract.

**ARTICLE 2**

**SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR**

The Contractor shall perform those personal services for the fulfillment of the contract as identified in Attachment B – Services to be provided by the Contractor, attached hereto and made a part thereof this contract. Contractor tasks shall be completed by October 31, 2020.

**ARTICLE 3  
CONTRACT PERIOD**

Term of this Agreement shall be from February 17, 2020 through October 31, 2020. The Contractor shall proceed with the work as authorized in writing by the County, and NCHD as provided in Article 5 – Work Authorizations. This contract shall terminate at the close of business on October 31, 2020, unless extended by supplement agreement duly executed by the Contractor, the County and NCHD prior to the date of termination, as provided in Article 10 – Supplemental Agreements, or otherwise terminated, as provided in Article 18 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 4  
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is described in Attachment C-1 and said amount shown is payable monthly, unless modified as provided in Article 10 – Supplemental Agreements. This amount shall be due and payable upon completion of respective tasks in accordance with Attachment C, Work and Fee Schedule and Attachment C-1, Fee Schedule, herein attached and incorporated in its entirety. Travel expenses will be reimbursed at cost and in accordance with County policies.

The Contractor shall prepare and submit to the NCHD a monthly invoice, not to exceed the amount shown in C-1, and a progress report in reasonable detail, stating the status and description of the work accomplished during the billing period and shall also submit a copy of said invoice and report to the County.

The NCHD reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the NCHD upon consultation with the County. The County designates Maggie Iglesias-Turner, Chief Executive to County Judge Barbara Canales, as an alternative contact person for communications between the County and NCHD.

**The County and NCHD assume no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.**

**ARTICLE 5  
WORK AUTHORIZATIONS**

The County and NCHD will issue work authorizations, in the form identified and attached hereto as Attachment D-Work Authorization, to authorize the Contractor to perform one or more tasks. The work authorization will not waive the County's, NCHD or Contractor's responsibilities and obligations established in this contract. The Contractor's work authorization will be issued by the County Judge and NCHD and a copy of the work authorization will be provided to NCHD.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the County and NCHD for review and acceptance the deliverables as delineated herein in Attachment B and specified in the executed work authorization.

All work must be completed on or before the completion date specified in the work authorization. The Contractor shall promptly notify the County and NCHD of any event which will affect completion of the work authorization.

## **ARTICLE 6 PROGRESS**

The Contractor shall, from time to time during the progress of the work, confer with the County and the NCHD. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County and/or NCHD, in order to evaluate features of the work. Upon request by the County and/or NCHD, the Contractor shall make presentations to the Commissioners Court.

At the request of the County, NCHD or the Contractor, conferences shall be held at the Contractor's office, the County's office, the NCHD's office, or at other locations designated by the County and/or NCHD. These conferences shall also include an evaluation of the Contractor's services and work when requested by the County and/or NCHD.

Should the County and/or NCHD determine that the progress in production of the work does not satisfy the work schedule, the County and/or NCHD will review the work schedule with the Contractor to determine corrective action needed.

The Contractor shall promptly advise the County and NCHD in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County and/or NCHD assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

## **ARTICLE 7 SUSPENSION**

The County and/or NCHD may suspend the work, but not terminate the contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by all parties.

The work will be reinstated and resumed in full force and effect within one (1) calendar day of receipt of written notice from the County and/or NCHD to resume the work. The one (1) day notice may be waived if approved in writing by all parties.

If the County and/or NCHD suspends the work, the contract period, as determined in Article 3 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract

is amended as provided in Article 10 – Supplemental Agreements.

### **ARTICLE 8 ADDITIONAL WORK**

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County and NCHD in writing. In the event the NCHD, upon consultation with the County, determines that such work constitutes extra work and exceeds the maximum amount payable, NCHD shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 10 – Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by all parties, of a supplemental agreement. The County and NCHD shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

### **ARTICLE 9 CHANGES IN WORK**

If the County and/or NCHD find it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Contractor shall make such revisions if requested and as directed by the County and/or NCHD. This will be considered additional work and paid for only after the execution of a supplemental agreement, as specified under Article 8 – Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the County and/or NCHD. No additional compensation will be paid for the correction of errors.

### **ARTICLE 10 SUPPLEMENTAL AGREEMENTS**

The terms of this contract may be modified by supplemental agreement if the County and NCHD determine that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 4 – Compensation and Method of Payment.

Any supplemental agreement must be executed by all parties within the contract period specified in Article 3 – Contract Period.

**No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County and NCHD. The NCHD reserves the right to withhold payment pending verification of satisfactory work performed to be determined in the NCHD'S reasonable discretion upon consultation with the County.**

**ARTICLE 11  
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and NCHD and shall be furnished to the County and NCHD upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County and/or NCHD shall be delivered to the County or NCHD, whichever party furnished the documents, upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County and/or NCHD under this contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 12  
PERSONNEL, EQUIPMENT AND MATERIAL**

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and equipment to perform the services as required.

**ARTICLE 13  
SUBCONTRACTING**

The Contractor shall not assign, subcontract or transfer any portion of the work under this contract. All work under this contract shall be performed by Contractor personally.

**ARTICLE 14  
EVALUATION OF WORK**

The County and NCHD and their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County and NCHD representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 15  
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County and NCHD before a final report is issued. The County's and NCHD's comments on the Contractor's preliminary report shall be addressed in the final report. No study reports are herein required for performance of services requested.

**ARTICLE 16  
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the County's and NCHD'S computer systems without

conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Contractor shall be delivered to the County and NCHD. Final payment for the work associated with this contract will not be made until the files furnished by the Contractor have been demonstrated to be usable in the required formats.

**ARTICLE 17  
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Material violations of the contract terms or material breach of contract, after the expiration of the requisite notice and cure period, by a party shall be grounds for termination of the contract by the opposite parties and any increased cost arising from the breaching party's default, breach of contract, or violation of contract terms shall be paid by the breaching party. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by the party's and shall be cumulative.

In the event of any material violation or material breach of the requirements or provisions of this contract by any party, each of the non-breaching party(ies) shall send the breaching party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching party shall have a period of thirty (30) days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the thirty (30) days. In the event such breach is of the nature which is incapable of being cured within the thirty (30) days and the breaching party is diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching party fails to cure such breach within the thirty (30) days (or such longer period if so required), then the breaching party shall be deemed to be in violation of this contract and the non-breaching parties may pursue any and all remedies available pursuant to this contract or at law or in equity.

**ARTICLE 18  
TERMINATION**

This contract shall terminate at 5:00 p.m., close of business, on October 31, 2020, unless extended as provided in Article 10 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of all parties;
2. By the County and the NCHD by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By the County, NCHD or Contractor upon the failure of any party to fulfill its obligations as set forth herein;
4. By the County and NCHD, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor;  
and

5. By written notice from the County and NCHD upon satisfactory completion of all services and obligations described herein.

Should the County and NCHD terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor.

If the Contractor defaults in the performance of this contract or if the County and NCHD terminate this contract for fault on the part of the Contractor, the County and NCHD will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County and NCHD, the cost to the County and NCHD of employing another to complete the work required and the time required to do so, and other factors which affect the value to the County and NCHD of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County, NCHD and the Contractor under this contract except the obligations set forth in Articles 11, 14, 19, 20, 21 and 22 of this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County and NCHD may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the County and NCHD for any additional cost occasioned to the County and NCHD.

#### **ARTICLE 19 COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation licensing laws and regulations. When required, the Contractor shall furnish the County and NCHD with satisfactory proof of its compliance.

It is expressly understood by County, NCHD and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any County or NCHD official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

#### **ARTICLE 20 INDEMNIFICATION**

**THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY, NCHD AND THEIR OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR**

NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY AND NCHD FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY AND/OR NCHD IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AND/OR NCHD AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

**ARTICLE 21  
CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**ARTICLE 22  
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County and NCHD or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE 23  
SUCCESSORS AND ASSIGNS**

The Contractor, the County and NCHD do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract.

**ARTICLE 24  
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 25  
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior

understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 26  
NOTICES**

All notices to a party by the other party(ies), required under this contract, shall be personally delivered or mailed to such party at the following respective address:

**COUNTY**

County Judge  
901 Leopard St., Rm. 303  
Corpus Christi, Texas 78401

**NCHD**

Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer  
Nueces County Hospital District  
555 N. Carancahua Street, Suite 950  
Corpus Christi, Texas 78401

**CONTRACTOR**

Thomas L. Graham  
506 W. 12th St., Suite B  
Austin, Texas 78701

**ARTICLE 27  
GOVERNING LAW AND VENUE**

This Agreement shall be construed under and in accord with the law of the State of Texas. Venue shall be in Nueces County, Texas.

IN WITNESS WHEREOF, the County, NCHD, and the Contractor have executed these presents in duplicate.

COUNTY

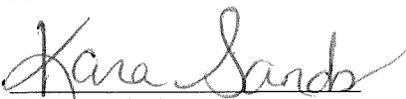
By: 

Barbara Canales  
Nueces County Judge

Date: 3/18/2020



Attest:

  
County Clerk

NCHD

By: Jonny F. Hipp  
Jonny F. Hipp  
Administrator/Chief Executive Officer  
Nueces County Hospital District

Date: 3-11-2020

CONTRACTOR

By: Thomas L. Graham  
Thomas L. Graham

Date: March 11 / 2020

**List of Attachments:**

- Attachment A : Services to be Provided by the County and NCHD
- Attachment B : Services to be Provided by the Contractor
- Attachment C : Work and Fee Schedule
- Attachment C-1: Fee Schedule
- Attachment D: Work Authorization

Attachment A

Services to be Provided by the County and NCHD

The following services are anticipated to be provided by Nueces County and the Nueces County Hospital District:

1. Collaboration with and assistance from Nueces County Judge, Nueces County Hospital District Chief Executive Officer, as well as health officials of Nueces County and County local leadership team/Task Force members.

Attachment B  
Services to be Provided by Contractor

1. Facilitate agreement on communications goals and alignment;
  - a) Lead a strategy session with County and NCHD team personnel through a strategic messaging and targeting session.
  - b) Create a Messaging Strategy Document to ensure consistent and effective execution of messaging and supporting proof points for use across all communications vehicles and channels, tailored at key audiences as identified.
  - c) Work closely with County and NCHD team personnel to develop new press releases, talking points and other key communication collateral incorporating the new message.
2. Audit current communications channels for engaging and reaching target audiences;
  - a) Conduct a thorough communications audit to discover gaps and identify improvements to be made and
    - i. Identify stakeholder and audience groups
    - ii. Assess existing communications channels
    - iii. Identify potential themes by which to leverage message
    - iv. Recommend new communications channels, including digital platforms i.e., websites, apps, social media channels, podcasts, and more
    - iv. Recommend branding guidelines (such as messaging, color schemes, fonts, style, guides, etc.)
  - b) Provide additional Scope Of Work document outlining suggestions for implementing:
    - i. Education campaign
    - ii. Website design and creation
    - iii. Branding guidelines
    - iv. Social Media Strategy
    - v. Newsletter ideation
  - c) Deliver a thorough document presenting communication audit findings, including recommended messaging, digital, and brand implementation and recommendations for development in all areas
3. Facilitate a solutions-oriented workshop of key stakeholders to identify best practices;
4. Provide for Internal Communication between health care Leadership members
  - a) Recommended structure for continued communications between health care Leadership members;

- b) Thought leadership planning sessions conducted person-to-person and remotely;
  - c) Public Service announcement development;
  - d) Organizing conferences and featured speakers, who have profile capable of raising knowledge and resources on behalf of Nueces;
5. Develop Public Education Campaign through means of digital education and social media
- a) Digital Education Campaign
    - i. Develop an informational website and social media channels, such as Facebook, Twitter, Instagram or others;
    - ii. Create website/online resource providing education access to stakeholders and media with basic contact information, organizational updates, and links to health care leadership social media channels
    - iii. Extensive User Experience (UX) and Search Engine Optimization (SEO) included
    - iv. Mobile friendly web design
  - b) Social Media
    - i. Manage and identify volunteers to assist in content management of social media channels, Facebook, Twitter, Instagram
    - ii. Frequently post general information and infographics on community health care positive news articles, upcoming meeting notices or elections, etc.
    - iii. Respond to social comment ensuring consistent engagement
6. Newsletter & health care leadership communications
- a) Manage regular communications between stakeholders and health care leadership, media and the public
  - b) Develop monthly newsletter to be produced cooperatively between Contractor and health care leadership members to inform stakeholders on the latest information related to activities, events, updates, and initiatives
7. Media Relations
- a) Maintain consistent communications with reporters at regional and statewide publications
  - c) Write and submit op-eds/guest columns to select publications on the subjects of addiction education, prevention and intervention, as well as other developing health care concerns

8. Grassroots Engagement

- a) Working closely with health care leadership, Contractor will identify and recruit local coordinators to help identify issues and organize community responses when necessary.

9. Task Force Review Of Social Issues

- a) Facilitated discussion on Social Determinants of Health to identify public engagement strategies for informing public on best health and data for healthy lifestyles, coordinating report to public to inform on-going public education campaign to be adopted in fall
- b) Report to health care leadership and public

10. Communications & Community Education Plan

- a) Provide community based recommendations for on-going public education and community relations to adopt best practices for the County.

11. Coordinate local, regional and health-related media efforts, including regular community news briefings to keep the public informed;

12. Support regular community updates to ensure momentum is built in support of the initiative; and

13. Hold a conference call every week with health care Leadership to follow up on the previous week's activities and to outline objectives for the upcoming week.

14. Develop ongoing communications recommendations to keep public and community engaged and informed of health care activities and milestones.

15. Provide prompt response to client communication.

16. Attend meetings and forums as requested.

17. Provide a monthly account service review and report, which will include Contractor's monthly invoice and provide a complete accounting for every activity accomplished for the month invoiced.
18. Prepare and present a final report of all work performed under this agreement.

Attachment C  
Work and Fee Schedule

NCHD shall compensate the Contractor for all services provided under this contract. Contractor shall provide a monthly account service review and report, which will include Contractor's monthly invoice and provide a complete accounting for every activity accomplished for the month invoiced as specified in Attachment B attached hereto.

The NCHD shall compensate the Contractor monthly for services provided and invoiced not to exceed the amount designated in the Contractor's spreadsheet and attached hereto as Attachment C-1.

**COMPLETION DATE:** October 31, 2020

Attachment C-1  
Fee Schedule

| <i>Deliverable</i>   | <i>Date</i>           | <i>Fee</i>                             |  |
|--|-----------------------|--|--|
|  |                       | <i>Designated/<br/>Monthly Expense</i> | <i>One Time<br/>Expense Item</i>         |
| <i>Communications Audit<br/>Social &amp; Media<br/>Recommendations</i>                   | <i>February/March</i> |  | <i>\$8,000</i>                           |
| <i>Jump Start &amp;<br/>Communications<br/>Strategy Session</i>                          | <i>March</i>          | <i>\$4,000</i>                         | <i>\$10-14,000</i>                       |
| <i>Management of Social<br/>&amp; Media Relations;</i>                                   |                       | <i>-0-</i>                             | <i>-0-</i>                               |
| <i>Task Force<br/>communications</i>   |                       |  |  |
| <i>Community meeting,<br/>public event, and<br/>speaker</i>                              | <i>April</i>          | <i>\$4,000</i>                         | <i>\$6,000, plus<br/>Speaker \$7,500</i> |
| <i>Management of Social<br/>&amp; Media Relations;<br/>Task Force<br/>communications</i> |                       | <i>-0-</i>                             | <i>-0-</i>                               |
| <i>Public Education<br/>Campaign roll-out</i>  | <i>May</i>            | <i>\$6,000</i>                         | <i>\$6,000</i>                           |
| <i>Social Determinants of<br/>Health Strategy Session</i>                                |                       | <i>\$4,000</i>                         | <i>-0-</i>                               |
| <i>Management of Social<br/>&amp; Media Relations;<br/>Task Force<br/>communications</i> |                       | <i>-0-</i>                             | <i>-0-</i>                               |
| <i>Public Education<br/>Campaign Continued</i>   | <i>June</i>           | <i>\$4,000</i>                         | <i>-0-</i>                               |
| <i>Management of Social<br/>&amp; Media Relations;<br/>Task Force<br/>communications</i> |                       | <i>\$4,000</i>                         | <i>-0-</i>                               |

|   |                  |                        |  |
|---|------------------|------------------------|--|
| <i>Public Education Campaign Continued</i>  | <i>July</i>      | <i>\$4,000</i>         | <i>-0-</i>                                     |
| <i>Management of Social &amp; Media Relations;</i>  |                  | <i>\$4,000</i>         | <i>-0-</i>                                     |
| <i>Social Determinants of Health Report to Community</i>  | <i>August</i>    | <i>\$4,000</i>         | <i>\$6,000</i><br><i>(printing additional)</i> |
| <i>Public Education Campaign Continued, Management of Social &amp; Media Relations; Task Force</i>                |                  | <i>\$4,000</i>         | <i>-0-</i>                                     |
| <i>Communications</i>   |                  |                        |  |
| <i>Communications &amp; Community Education Plan</i>  | <i>September</i> | <i>\$4,000</i>         | <i>\$6,000</i>                                 |
| <i>Public Education Campaign Continued, Management of Social &amp; Media Relations; Task Force communications</i> |                  | <i>\$4,000</i>         | <i>-0-</i>                                     |
| <i>Review &amp; Evaluate Next Steps</i>   | <i>October</i>   | <i>\$4,000</i>         | <i>-0-</i>                                     |
| <i>Public Education Campaign Continued, Management of Social &amp; Media Relations; Task Force communications</i> |                  | <i>\$4,000</i>         | <i>-0-</i>                                     |
| <b><i>Estimated Totals</i></b>  |                  | <b><i>\$58,000</i></b> | <b><i>\$42-\$53,500</i></b>                    |

Attachment D  
Work Authorization

This work authorization is issued in accordance with the Personal Services Contract dated February 18, 2020, between Nueces County, Nueces County Hospital District, and Thomas L. Graham.

Work Task: Items as described on Attachment B of Personal Services Contract.

Cost: As described on Attachment C-1 of Personal Services Contract.

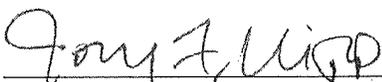
Deliverables: As described on Attachment B of Personal Services Contract.

Completion Date: October 31, 2020

COUNTY

NCHD

By:   
Barbara Cañales  
Nueces County Judge

By:   
Jonny F. Hipp  
Administrator/Chief Executive Officer  
Nueces County Hospital District

Date: 3/18/2020

Date: 3-11-2020

CONTRACTOR

By:   
Thomas L. Graham



**Attest:**

  
Kara Sands  
Nueces County Clerk

Date: 3-11-2020



# NUECES COUNTY HOSPITAL DISTRICT

## Administrative Offices

555 N. Carancahua Street, Suite 950  
Corpus Christi, Texas 78401-0835

Phone: (361) 808-3300  
Fax: (361) 808-3274

April 13, 2020

Thomas L. Graham  
506 W. 12<sup>th</sup> St. Suite B  
Austin, Texas 78701

Dear Mr. Graham:

This Letter Agreement shall serve as the First Amendment (Supplemental Agreement) to the Personal Services Contract ("Contract") made by and between the County of Nueces, Nueces County Hospital District ("NCHD"), and Thomas L. Graham ("Contractor") for contracting for personal services and entered March 11, 2020. The personal services are described in the Contract as: "A communications plan to assess the communications, public education, and engagement needs of the community and identify and implement steps to address through public education, public health care issues and available services, for mental health issues, opioid addiction issues, COVID-19 (coronavirus) issues and other health care concerns within Nueces County."

For timeliness and efficiency, it is now advisable to coordinate NCHD's planned upgrade of its current website with the work currently being performed by the Contractor under terms of the Contract. The parties agree the amended services sought by this Letter Agreement to upgrade the NCHD website are consistent with the scope and intent of the Contract and the personal services provided by the Contractor under the Contract.

The Contract is hereby amended as follows:

### **Attachment B: Services to be Provided by Contractor**

- Amend existing Paragraph 1 to add: "d) Work closely with NCHD's administrative and enrollment teams to upgrade the current NCHD website to improve presentation, usability, Nueces Aid Program application processing, and provision of information to stakeholders and the public."
- Add new Paragraph 19 to read: "Upgrade the current NCHD website to improve presentation, usability, Nueces Aid Program application processing, and provision of information to stakeholders and the public."

THIS SPACE INTENTIONALLY LEFT BLANK

**Attachment C-1: Fee Schedule**

- Add additional Deliverable to read as shown below:

| <i>Deliverable</i>                                   | <i>Date</i> | <i>Fee</i>                        |                              |
|--|-------------|-----------------------------------|------------------------------|
|  |             | <i>Designated/Monthly Expense</i> | <i>One Time Expense Item</i> |
| Website, Digital Audit, Comparative Audit            | April/May   |                                   | \$9,000                      |
| Branding Package & UX (User Experience) Design       | May/June    |                                   | \$10,000                     |
| Develop & Upgrade NCHD Website & Chat Bot Deployment | June/July   |                                   | \$20,000                     |

ALL OTHER TERMS OF THE ORIGINAL PERSONAL SERVICES CONTRACT REMAIN THE SAME.

Sincerely,

Jonny F. Hipp, ScD, FACHE  
 Administrator/Chief Executive Officer

**AGREED:**

**COUNTY**

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

Barbara Canales  
 Nueces County Judge

Date: \_\_\_\_\_

**NCHD**

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

Jonny F. Hipp  
 Administrator/Chief Executive Officer  
 Nueces County Hospital District

Date: 4/13/2020

**CONTRACTOR**

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

Thomas L. Graham

Date: 4/13/2020

ATTEST:

---

COUNTY CLERK

**PERSONAL SERVICES CONTRACT**

**STATE OF TEXAS**

**COUNTY OF NUECES**

THIS CONTRACT FOR PERSONAL SERVICES is made by and between the County of Nueces, hereinafter called "County", the Nueces County Hospital District, hereinafter called "NCHD" and Robert T. Durand, hereinafter called "Contractor" for the purpose of contracting for personal services.

**WITNESSETH**

**WHEREAS**, Local Government Code, Chapter 262.024, provides for the procurement of personal services; and

**WHEREAS**, the County and NCHD desire to contract for personal services described as follows:

To manage the County's Social Media Channels addressing and providing public information on public health care issues such as COVID-19 (coronavirus), County Emergency situations, General County Information as well as other health care or safety concerns and the available services within Nueces County.

**NOW, THEREFORE**, the County, NCHD and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

**AGREEMENT**

**ARTICLE 1**

**SCOPE OF SERVICES TO BE PROVIDED BY COUNTY**

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services to be provided by the County, attached hereto and made a part thereof this contract.

**ARTICLE 2**

**SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR**

The Contractor shall perform those personal services for the fulfillment of the contract as identified in Attachment B – Services to be provided by the Contractor, attached hereto and made a part thereof this contract. Contractor tasks shall be completed by **October 16, 2020**.



**ARTICLE 3  
CONTRACT PERIOD**

Term of this Agreement shall be from March 16, 2020 through October 16, 2020. The Contractor shall proceed with the work as authorized in writing by the County, and NCHD as provided in Article 5 – Work Authorizations. This contract shall terminate at the close of business on October 16, 2020, unless extended by supplement agreement duly executed by the Contractor, the County and NCHD prior to the date of termination, as provided in Article 10 – Supplemental Agreements, or otherwise terminated, as provided in Article 18 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 4  
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is described in Attachment C and said amount shown are payable monthly, unless modified as provided in Article 10 – Supplemental Agreements. This amount shall be due and payable upon completion of respective tasks in accordance with Attachment C, Work and Fee Schedule herein attached and incorporated in its entirety. Travel expenses will be reimbursed at cost and in accordance with County policies.

The Contractor shall prepare and submit to the NCHD a monthly invoice, not to exceed the amount shown in C, and a progress report in reasonable detail, stating the status and description of the work accomplished during the billing period and shall also submit a copy of said invoice and report to the County.

The NCHD reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the NCHD upon consultation with the County. The County designates Maggie Iglesias-Turner, Chief Executive to County Judge Barbara Canales, as an alternative contact person for communications between the County and NCHD.

**The County and NCHD assume no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.**

**ARTICLE 5  
WORK AUTHORIZATIONS**

The County and NCHD will issue work authorizations, in the form identified and attached hereto as Attachment D-Work Authorization, to authorize the Contractor to perform one or more tasks. The work authorization will not waive the County's, NCHD or Contractor's responsibilities and obligations established in this contract. The Contractor's work authorization will be issued by the County Judge and NCHD and a copy of the work authorization will be provided to NCHD.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the County and NCHD for review and acceptance the deliverables as delineated herein in Attachment B and specified in the executed work authorization.



All work must be completed on or before the completion date specified in the work authorization. The Contractor shall promptly notify the County and NCHD of any event which will affect completion of the work authorization.

## **ARTICLE 6 PROGRESS**

The Contractor shall, from time to time during the progress of the work, confer with the County and the NCHD. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County and/or NCHD, in order to evaluate features of the work. Upon request by the County and/or NCHD, the Contractor shall make presentations to the Commissioners Court.

At the request of the County, NCHD or the Contractor, conferences shall be held at the Contractor's office, the County's office, the NCHD's office, or at other locations designated by the County and/or NCHD. These conferences shall also include an evaluation of the Contractor's services and work when requested by the County and/or NCHD.

Should the County and/or NCHD determine that the progress in production of the work does not satisfy the work schedule, the County and/or NCHD will review the work schedule with the Contractor to determine corrective action needed.

The Contractor shall promptly advise the County and NCHD in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County and/or NCHD assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

## **ARTICLE 7 SUSPENSION**

The County and/or NCHD may suspend the work, but not terminate the contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by all parties.

The work will be reinstated and resumed in full force and effect within one (1) calendar day of receipt of written notice from the County and/or NCHD to resume the work. The one (1) day notice may be waived if approved in writing by all parties.



If the County and/or NCHD suspends the work, the contract period, as determined in Article 3 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 10 – Supplemental Agreements.

#### **ARTICLE 8 ADDITIONAL WORK**

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County and NCHD in writing. In the event the NCHD, upon consultation with the County, determines that such work constitutes extra work and exceeds the maximum amount payable, NCHD shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 10 – Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by all parties, of a supplemental agreement. The County and NCHD shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

#### **ARTICLE 9 CHANGES IN WORK**

If the County and/or NCHD find it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Contractor shall make such revisions if requested and as directed by the County and/or NCHD. This will be considered additional work and paid for only after the execution of a supplemental agreement, as specified under Article 8 – Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the County and/or NCHD. No additional compensation will be paid for the correction of errors.

#### **ARTICLE 10 SUPPLEMENTAL AGREEMENTS**

The terms of this contract may be modified by supplemental agreement if the County and NCHD determine that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 4 – Compensation and Method of Payment.

Any supplemental agreement must be executed by all parties within the contract period specified in Article 3 – Contract Period.

**No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County and NCHD. The NCHD reserves the right to withhold payment pending verification of**



satisfactory work performed to be determined in the NCHD'S reasonable discretion upon consultation with the County.

**ARTICLE 11  
PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and NCHD and shall be furnished to the County and NCHD upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County and/or NCHD shall be delivered to the County or NCHD, whichever party furnished the documents, upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County and/or NCHD under this contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 12  
PERSONNEL, EQUIPMENT AND MATERIAL**

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and equipment to perform the services as required.

**ARTICLE 13  
SUBCONTRACTING**

The Contractor shall not assign, subcontract or transfer any portion of the work under this contract. All work under this contract shall be performed by Contractor personally.

**ARTICLE 14  
EVALUATION OF WORK**

The County and NCHD and their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County and NCHD representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.



**ARTICLE 15  
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County and NCHD before a final report is issued. The County's and NCHD's comments on the Contractor's preliminary report shall be addressed in the final report. No study reports are herein required for performance of services requested.

**ARTICLE 16  
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the County's and NCHD'S computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Contractor shall be delivered to the County and NCHD. Final payment for the work associated with this contract will not be made until the files furnished by the Contractor have been demonstrated to be usable in the required formats.

**ARTICLE 17  
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Material violations of the contract terms or material breach of contract, after the expiration of the requisite notice and cure period, by a party shall be grounds for termination of the contract by the opposite parties and any increased cost arising from the breaching party's default, breach of contract, or violation of contract terms shall be paid by the breaching party. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by the party's and shall be cumulative.

In the event of any material violation or material breach of the requirements or provisions of this contract by any party, each of the non-breaching party(ies) shall send the breaching party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching party shall have a period of thirty (30) days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the thirty (30) days. In the event such breach is of the nature which is incapable of being cured within the thirty (30) days and the breaching party is diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching party fails to cure such breach within the thirty (30) days (or such longer period if so required), then the breaching party shall be deemed to be in violation of this contract and the non-breaching parties may pursue any and all remedies available pursuant to this contract or at law or in equity.

**ARTICLE 18  
TERMINATION**

This contract shall terminate at 5:00 p.m., close of business, on October 16, 2020, unless extended as provided in Article 10 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of all parties;
2. By the County and the NCHD by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By the County, NCHD or Contractor upon the failure of any party to fulfill its obligations as set forth herein;
4. By the County and NCHD, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the County and NCHD upon satisfactory completion of all services and obligations described herein.

Should the County and NCHD terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor.

If the Contractor defaults in the performance of this contract or if the County and NCHD terminate this contract for fault on the part of the Contractor, the County and NCHD will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County and NCHD, the cost to the County and NCHD of employing another to complete the work required and the time required to do so, and other factors which affect the value to the County and NCHD of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County, NCHD and the Contractor under this contract except the obligations set forth in Articles 11, 14, 19, 20, 21 and 22 of this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County and NCHD may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the County and NCHD for any additional cost occasioned to the County and NCHD.

**ARTICLE 19  
COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation licensing laws and



regulations. When required, the Contractor shall furnish the County and NCHD with satisfactory proof of its compliance.

It is expressly understood by County, NCHD and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any County or NCHD official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

## ARTICLE 20 INDEMNIFICATION

**THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY, NCHD AND THEIR OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY AND NCHD FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY AND/OR NCHD IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AND/OR NCHD AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.**

## ARTICLE 21 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

## ARTICLE 22 RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County and NCHD or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.



**ARTICLE 23  
SUCCESSORS AND ASSIGNS**

The Contractor, the County and NCHD do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract.

**ARTICLE 24  
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 25  
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 26  
NOTICES**

All notices to a party by the other party(ies), required under this contract, shall be personally delivered or mailed to such party at the following respective address:

**COUNTY**

County Judge  
901 Leopard St., Rm. 303  
Corpus Christi, Texas 78401

**NCHD**

Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer  
Nueces County Hospital District  
555 N. Carancahua Street, Suite 950  
Corpus Christi, Texas 78401



**CONTRACTOR**

Robert T. Durand  
4209 Bowstring Cove  
Austin, Texas 78735

**ARTICLE 27  
GOVERNING LAW AND VENUE.**

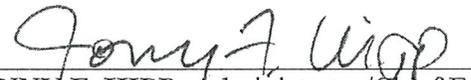
This Agreement shall be construed under and in accord with the law of the State of Texas. Venue shall be in Nueces County, Texas.

IN WITNESS WHEREOF, the County and the Contractor have executed these presents in duplicate.

**COUNTY**

**NCHD**

By:   
**BARBARA CANALES**  
**NUECES COUNTY JUDGE**

By:   
**JONNY F. HIPPI, Administrator/Chief Executive Officer**  
**NUECES COUNTY HOSPITAL DISTRICT**

Date: 4/8/2020

Date: 4/7/20

**CONTRACTOR:**

By:   
**ROBERT T. DURAND**

**Attest:**



  
**Kara Sands**  
**Nueces County Clerk**

Date: 14 APRIL 2020

**ATTEST:**

---

**County Clerk**

**List of Attachments:**

- Attachment A : Services to be Provided by the County and NCHD
- Attachment B : Services to be Provided by the Contractor
- Attachment C : Work and Fee Schedule
- Attachment D: Work Authorization

*Christy*

Attachment A  
Services to be Provided by the County and NCHD

The following services are anticipated to be provided by Nueces County and the Nueces County Hospital District:

1. Collaboration with and assistance from Nueces County Judge, Nueces County Hospital District Chief Executive Officer, as well as health officials of Nueces County and County local leadership team/Task Force members.

Attachment B  
Services to be Provided by Contractor

AS RELATED TO COVID-19 (CORONAVIRUS) AND OTHER PUBLIC  
HEALTH RELATED ISSUES:

- Professional Counsel: Provide onsite and remote public affairs counsel to County Judge, PIO, EOC Director, County employees and Health Department personnel.
- Planning: Draft and execute public affairs plans as needed for events, programs, crisis events, and emergencies.
- Writing: Draft, edit, and coordinate approval for public affairs products including press releases, media advisories, speeches, video scripts, bylined articles, emails, social media posts, talking points and other written materials. Nueces County will have final decision and editorial authority on processes and documents produced by the tasks listed below.
- Media Relations: Liaison with members of the media and media organizations. Respond to media queries, coordinate accurate responses, and respond to queries with information approved by the County Judge or PIO. Coordinate media interviews, press conferences, media availabilities and online events for County Judge, PIO, EOC Director, County employees and Health Department personnel.
- Multimedia: Produce or coordinate the production of multimedia products including infographics, graphs, charts, presentations, videos, podcasts and online events as needed.
- Website and Social:  
Media Properties Edit, update and provide new content for Nueces County website and other properties as needed. Create and maintain official Nueces County social media properties as needed. Coordinate content across platforms. Monitor interaction on social media properties and provide feedback to County Judge regarding message clarity and understanding.



ATTACHMENT C  
Work and Fee Schedule

NCHD shall compensate the Contractor for all services provided under this contract. Contractor shall provide a monthly account service review and report, which will include Contractor's monthly invoice and provide a complete accounting for every activity accomplished for the month invoiced as specified in ATTACHMENT B attached hereto. The Contractor will execute and submit all necessary accounting and/or legal reporting forms (i.e. W-9, Form 1295-Certificate of Interested Parties, etc) as requested by NCHD and/or the County, prior to the remittance of any payments by NCHD.

The NCHD shall compensate the Contractor monthly for services provided and invoiced up to the maximum contract amount specified herein.

Monthly Installments:       \$ 7,000 per month

With the first monthly installment due and payable on the 16<sup>th</sup> day of April, 2020 and on the same day of each month thereafter until the completion date specified herein.

Maximum Total Compensation:   \$49,000

COMPLETION DATE: October 16, 2020



ATTACHMENT D  
WORK AUTHORIZATION

This work authorization is issued in accordance with the Personal Services Contract dated March 16, 2020, between Nueces County, Nueces County Hospital District and Robert Durand.

**Work Task:**

Items as described on Attachment B of Personal Services Contract.

Cost: Total Maximum Compensation: \$49,000

Deliverables: As described on Attachment B of Personal Services Contract.

Completion date: October 16, 2020

COUNTY

NCHD

By:   
BARBARA CANALES  
NUECES COUNTY JUDGE

By:   
JONNY F. HIPPI, Administrator/Chief Executive Officer  
NUECES COUNTY HOSPITAL DISTRICT

Date: 4/8/2020

Date: 4/7/20

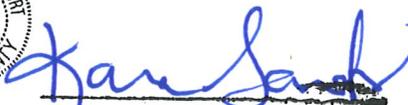
CONTRACTOR

By:   
ROBERT T. DURAND

Date: 14 APRIL 2020



Attest:

  
Kara Sands  
Nueces County Clerk

Nueces County  
House Bill 89 Verification

I, ROBERT T DURAN (Person name), the undersigned  
representative of (Company or Business name) also ROBERT DURAN,  
CROSSWIND PR + MEDIA

(hereafter referred to as Company) being an adult over the age of eighteen (18) years  
of age, do hereby verify that the company named-above, under the provisions of  
Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

This verification is herein incorporated into the contract for goods/services identified as:  
FY19/20 Contract with Nueces County

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

3 APR 2020

DATE



SIGNATURE OF COMPANY REPRESENTATIVE



615 N. Upper Broadway, Suite 1250  
 Corpus, Christi, TX 78401-0750  
 T: 361.884.3295  
 architects@clkarch.com

## BILL TO

Nueces County Hospital District  
 555 N. Carancahua St.  
 Suite 950  
 Corpus Christi, TX 78401-0835  
 jonny.hipp@nchdcc.org  
 361-808-3300

Project: Re: MEMORIAL HOSPITAL\_COVID-19 ICU  
 Facility Prep  
 Professional fee 05/01/2020 to 05/31/2020

## INVOICE

Invoice No: 8298  
 Invoice Date: June 02, 2020

Terms: Net 30

| Description      | Role                     | Hours | Rate     | Amount    |
|------------------|--------------------------|-------|----------|-----------|
| Schematic Design | 01 - Principal Architect | 9.0   | \$215.00 | \$1935.00 |

Total Due This Invoice: \$1,935.00

Due Date: July 02, 2020



**RE: Letter of Intent for COVID-19 Testing**

The Coastal Bend Wellness Foundation is requesting financial support from the Nueces County Hospital District to continue to be a public access point for COVID-19 testing. CBWF proposes to continue the service for 12-months. CBWF started community testing on May 4<sup>th</sup>, with a \$20,000 award from the Mayor’s Disaster Relief Fund. To date, CBWF has provided a total 499 tests, including testing at Dismiss halfway house and the Good Samaritan Shelter.

Coastal Bend Wellness Foundation proposes to hire one full-time staff, as a COVID-19 Outreach Specialist, to provide community testing. Testing would be by appointment only. The Specialist would make the appointments and conduct testing. Testing would not only occur in-house, but the specialist could arrange to test at various locations, based on need, availability, and suitability. The specialist will provide results to testing clients.

Coastal Bend Wellness Foundation contracts with Clinical Pathology Laboratories, who provides testing kits and completes the diagnostic labs. The specialist can provide the nasopharyngeal swab (SARS-COV-2 BY RT-PCR) or serum test (SARS-CoV-2 Total Antibody). Results run between 24-72 hours. The nasal swab cost is \$71 and the serum antibody is \$41.

Attached is a proposed budget for 12 months. The number of tests will depend on the availability of funds. If the client has insurance, CPL will bill directly, leaving additional funds for testing of uninsured. CBWF will absorb the costs for PPE and other supplies required.

**COVID-19 COMMUNITY TESTING AND OUTREACH  
COASTAL BEND WELLNESS FOUNDATION  
YEARLY OPERATING BUDGET**

| <b>Title</b>                                       | <b>Staff Name</b>                        | <b>Annual Salary</b> | <b>No of Mths</b> | <b>% Time</b> | <b>Budget</b> |
|--|--|----------------------|-------------------|---------------|---------------|
| COVID-19 Outreach Specialist                       | TBA                                      | 36,000               | 12                | 100.00%       | 36,000        |
| <b>TOTAL SALARIES</b>                              |  |                      |                   |               | <b>36,000</b> |
| Employment Taxes                                   |  |                      | 7.65%             |               | 2,754         |
| Retirement Program                                 |  |                      | 3.00%             |               | 1,080         |
| Unemployment Taxes                                 |  |                      | 1.00%             |               | 360           |
| Workers Compensation Insurance                     |  |                      | 1.00%             |               | 360           |
| Group Health Insurance                             |  |                      |                   |               | 5,040         |
| <b>TOTAL FRINGE BENEFITS</b>                       |  |                      |                   |               | <b>9,594</b>  |
| <b>SUBCONTRACTS</b>                                |  |                      |                   |               |               |
| Clinical Pathology Laboratories (To Be Determined) |  |                      |                   |               |               |
| <b>TOTAL SUBCONTRACTS</b>                          |  |                      |                   |               | <b>0</b>      |
| <b>OTHER DIRECT EXPENSES</b>                       |  |                      |                   |               |               |
| Lease - Copier                                     |  |                      |                   |               | 200           |
| Internet   |  |                      |                   |               | 250           |
| Rent   | 150 sq ft x \$1.35 per month x 12 months |                      |                   |               | 2,430         |
| Repairs & Maintenance                              |  |                      |                   |               | 100           |
| Security   |  |                      |                   |               | 50            |
| Telephone  |  |                      |                   |               | 180           |
| <b>OTHER DIRECT COSTS</b>                          |  |                      |                   |               | <b>3,210</b>  |
| <b>TOTAL DIRECT COSTS</b>                          |  |                      |                   |               | <b>48,804</b> |
| <b>TOTAL INDIRECT COSTS (Administration)</b>       |  |                      |                   |               | <b>5,861</b>  |
| <b>TOTAL PROGRAM BUDGET</b>                        |  |                      |                   |               | <b>54,665</b> |

**GRANT AGREEMENT**

**STATE OF TEXAS**                   \*  
  \*                   **KNOW ALL MEN BY THESE PRESENTS**  
**COUNTY OF NUECES**               \*

This Grant Agreement ("Agreement") is entered on the date of its execution as set forth below by and between Nueces County Hospital District ("District") and the Coastal Bend Wellness Foundation ("Foundation"), a community-based non-profit organization located in Corpus Christi, Texas that provides gap health care services and entered into for the purposes of providing COVID-19 diagnostic testing for residents of the District.

**WITNESSETH:**

**WHEREAS**, the District finds that the current COVID-19 pandemic constitutes a public health concern in Nueces County and that the Foundation provides certain COVID-19 pandemic-related services considered to be beneficial public health services during the pandemic; and

**WHEREAS**, the District finds the need for COVID-19 pandemic-related public health services in the form of COVID-19 diagnostic testing for the public and that such diagnostic testing is a public health service that will benefit the citizens of Nueces County; and

**WHEREAS**, Texas Health and Safety Code, §281.094 authorizes that the District may use certain of its funds made available from non-tax sources to fund public health services; and

**NOW, THEREFORE**, for and in consideration and exchange of mutual covenants and conditions contained herein to further the provision of COVID-19 pandemic-related public health services in Nueces County, the District and Foundation hereby agree as follows:

I.

The Foundation will provide one (1) full-time employee to perform community COVID-19 diagnostic testing at various locations in Nueces County. Such employee will be an employee



of the Foundation and will not be subject to the control, direction, or supervision of the District. The District assumes no responsibility for any compensation, employee taxes, employee insurance or any other related benefits or expenses associated with such employee.

II.

The Foundation will provide access to or remove barriers to accessibility under the Americans with Disabilities Act to allow individuals with disabilities the opportunity to receive COVID-19 diagnostic testing services as administered by the Foundation under this Agreement.

III.

The Foundation will not discriminate by reason of age, disability, handicap, sex, sexual orientation, gender identity, race, color, marital status, national origin, or religion, against any person seeking COVID-19 diagnostic testing services administered by the Foundation under this Agreement.

IV.

In the event the Foundation receives insurance reimbursements for the COVID-19 diagnostic testing services administered under this Agreement, the Foundation agrees to notify the District of the amounts of reimbursement received and apply such reimbursements to acquiring COVID-19 diagnostic tests for testing of uninsured residents of Nueces County. In the event the Foundation receives Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) reimbursements for uninsured patients for COVID-19 diagnostic testing services supported by the District's funds under this Agreement, the Foundation agrees to notify the District of the amounts and apply the reimbursements to expanding the availability and accessibility of public COVID-19 diagnostic testing in Nueces County.

V.

The Foundation agrees to perform the community COVID-19 diagnostic testing supported by the District's funds under this Agreement based on Centers for Disease Control and Prevention

A handwritten signature in black ink, appearing to read "C. W. P.", is located in the bottom right corner of the page.

guidelines for evaluating and testing persons for COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/clinical-criteria.html>). In addition, the Foundation agrees to promptly report results from the community COVID-19 diagnostic testing supported by the District's funds under this Agreement to the tested patient, local public health authorities, and entities as may be required law, regulation, or order.

VI.

The Foundation will submit at least quarterly reports to the District indicating activities by Foundation in performance of its obligations pursuant to this Agreement. The Foundation shall include in its reports a detailed accounting of expenditures of the District's funds, hours worked by the full-time employee, expenses of the full-time employee, including salaries and fringe benefits, non-employee subcontracts, other non-employee direct and indirect expenses, counts of the nasopharyngeal swab nucleic acid or antigen diagnostic tests performed, counts of serum antibody diagnostic tests performed, and locations where the diagnostic tests were performed. Such reports shall be presented to the District's Board of Managers at a publicly-noticed meeting on a schedule established by the District.

VII.

The Foundation will diligently use its resources to provide community COVID-19 diagnostic testing at various locations in Nueces County, based on need, availability, and suitability.

VIII.

As payment for the services to be rendered during the 12-month term June 1, 2020 – May 31, 2021, the District will provide a lump-sum payment of Fifty-Five Thousand Dollars (\$55,000.00) to the Foundation for performance of the Foundation's activities related to the purposes of this Agreement.

IX.

A handwritten signature in black ink, appearing to be 'W. J. P.', is located in the bottom right corner of the page.

The Foundation will cause the District's funding under this Agreement to be segregated from other funds used for activities of Foundation unrelated to the purposes of this Agreement.

X.

All notices or communications to a party by the other party under this Agreement shall be personally delivered or mailed to such party at the following respective address:

**DISTRICT**

Nueces County Hospital District  
Attn: Administrator/Chief Executive Officer  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835

**FOUNDATION**

Coastal Bend Wellness Foundation  
Attn: Chief Executive Officer  
2882 Holly Road  
Corpus Christi, Texas 78415-4106

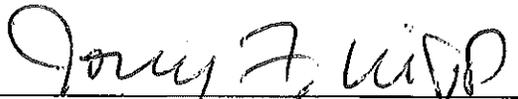
XI.

This Agreement shall continue in force and effect until May 31, 2021. If the Foundation terminates its activities related to the purposes of this Agreement prior to the expiration of this Agreement, the balance of any remaining funds shall be returned to the District in the same proportion that District funds bear to the total funds received by or in the possession of the Foundation to conduct activities related to the purposes this Agreement.

WITNESS our hands on this 29<sup>th</sup> day of May, 2020.

NUECES COUNTY HOSPITAL DISTRICT

By:

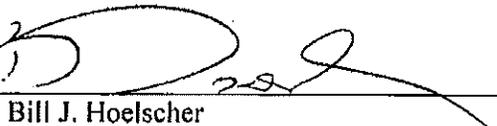
  
Jonny F. Hipp  
Administrator/ Chief Executive Officer

Date:

5/29/20

COASTAL BEND WELLNESS FOUNDATION

By:

  
Bill J. Hoelscher  
Chief Executive Officer

Date:

5-29-20

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Coastal Bend Wellness Foundation  
Corpus Christi, TX United States

Certificate Number:  
2020-626840

Date Filed:  
06/02/2020

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Nueces County Hospital District

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2020  
COVID-19 Testing

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
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|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

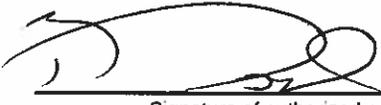
**6 UNSWORN DECLARATION**

My name is Bill Hoelscher and my date of birth is 6-15-64

My address is 2842 Holly Corpus Christi TX 78415 US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 2 day of June, 2020.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

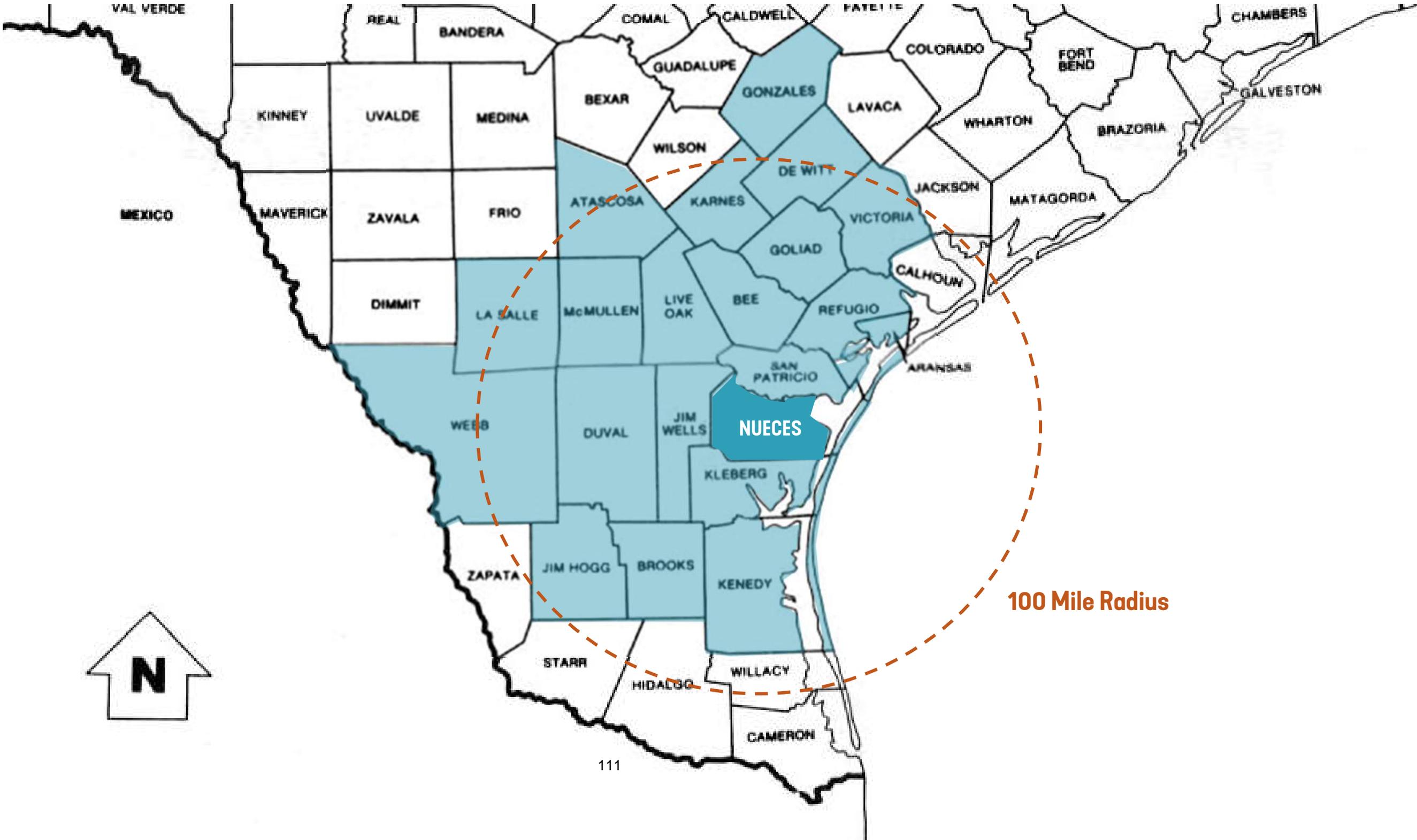
# **NUECES COUNTY MEDICAL EXAMINER**

**MEMORIAL HOSPITAL SITE OPPORTUNITIES**

**JUNE 9, 2020**

# FACILITY METRICS AND SIZING

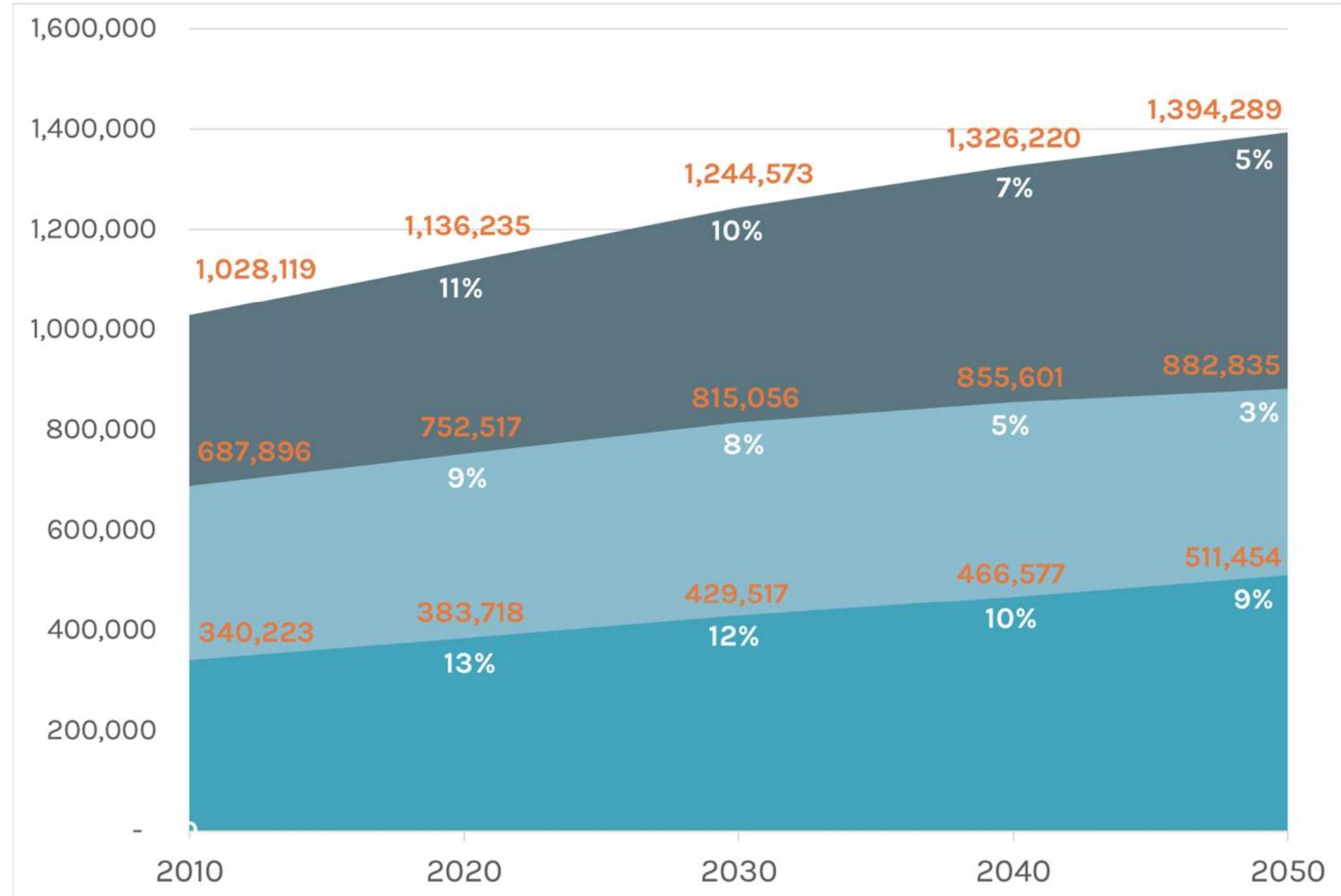
# COUNTY SERVICE AREA



100 Mile Radius

# POPULATION GROWTH

NUECES COUNTY AND PARTNERS



- COMBINED POPULATION
- PARTNER COUNTIES
- NUECES COUNTY

# PROGRAM OVERVIEW

## Nueces County Medical Examiner's Office

| Facility Summary      | Staff     | Grossing   | Total NASF    | Total GSF     |
|-----------------------|-----------|------------|---------------|---------------|
| Medical Examiner      | 21        | 60%        | 14,054        | 23,423        |
| Toxicology            | 5         | 60%        | 2,925         | 4,875         |
| Investigations        | 4         | 60%        | 406           | 677           |
| Facility Common       | 1         | 60%        | 2,973         | 4,956         |
| <b>Facility TOTAL</b> | <b>31</b> | <b>60%</b> | <b>20,358</b> | <b>33,931</b> |

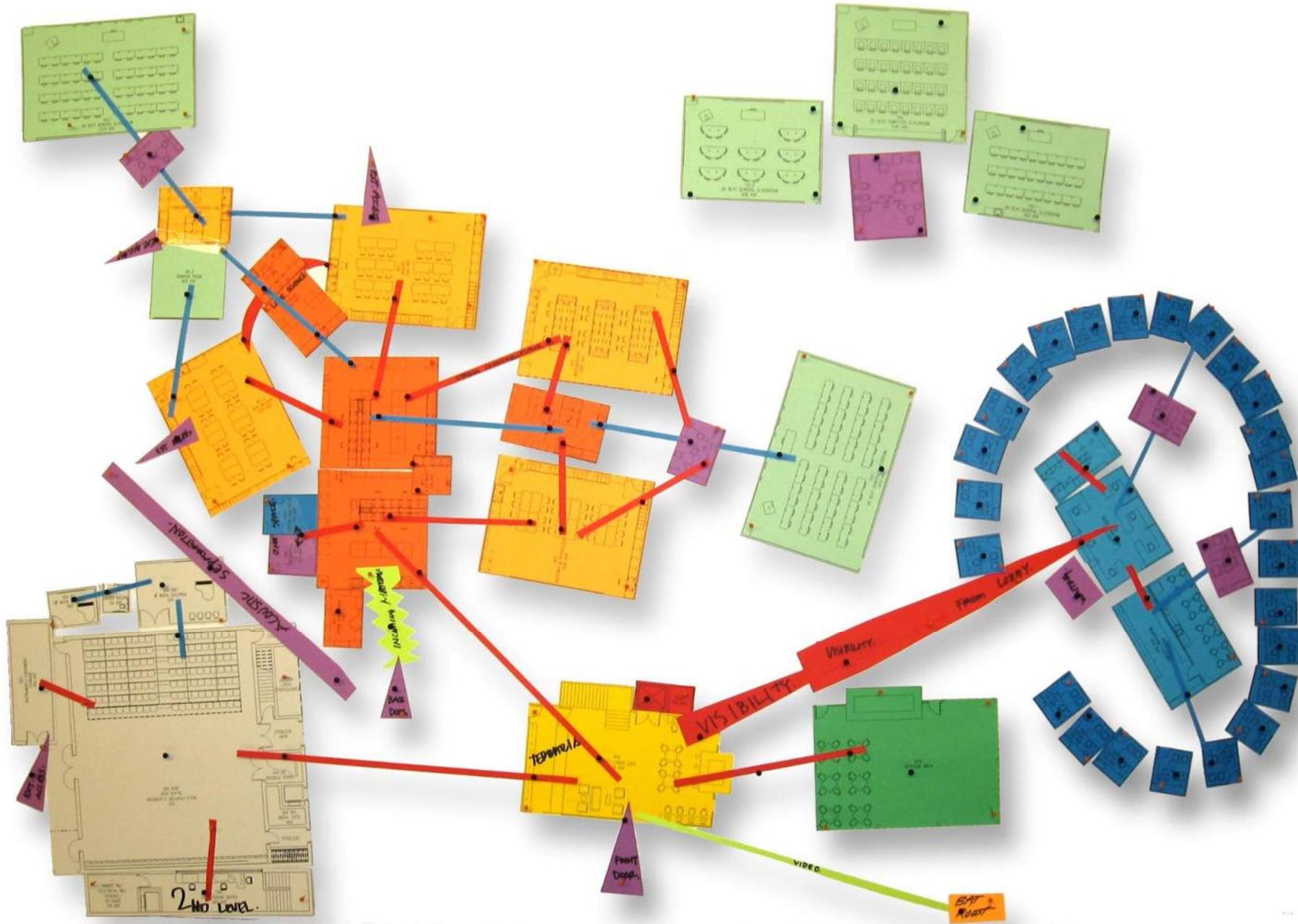
# PROGRAM OVERVIEW

| Nueces County Medical Examiner's Office |           |            |               |                |               |
|---|-----------|------------|---------------|----------------|---------------|
| Facility Summary                        | Staff     | Grossing   | Total NASF    |                | Total GSF     |
| Medical Examiner                        | 21        | 60%        | 14,054        |                | 23,423        |
| Toxicology                              | 5         | 60%        | 2,925         | FUTURE PROGRAM | 4,875         |
| Investigations                          | 4         | 60%        | 406           |                | 677           |
| Facility Common                         | 1         | 60%        | 2,973         |                | 4,956         |
| <b>Facility TOTAL</b>                   | <b>31</b> | <b>60%</b> | <b>20,358</b> |                | <b>33,931</b> |

**APPROXIMATE PROGRAM AREA ≈ 29,000 GSF**

# THE 'PERFECT DIAGRAM'

# PERFECT DIAGRAM GOALS



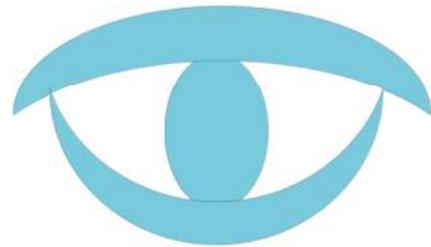
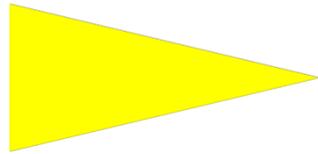
- ARRIVAL. FRONT DOOR(S)
- BIG PICTURE ADJACENCIES
  - Required
  - would be nice
  - separation
- PLANNING DRIVERS
- MAKING FORENSIC COMMUNITY
- VISIBILITY + ACCESS
- SECURITY
- OUTDOOR ACCESS/AMENITY?

# PERFECT DIAGRAM KEY

← REQUIRED ADJACENCY →

← DESIRED ADJACENCY →

BUILDING ENTRY



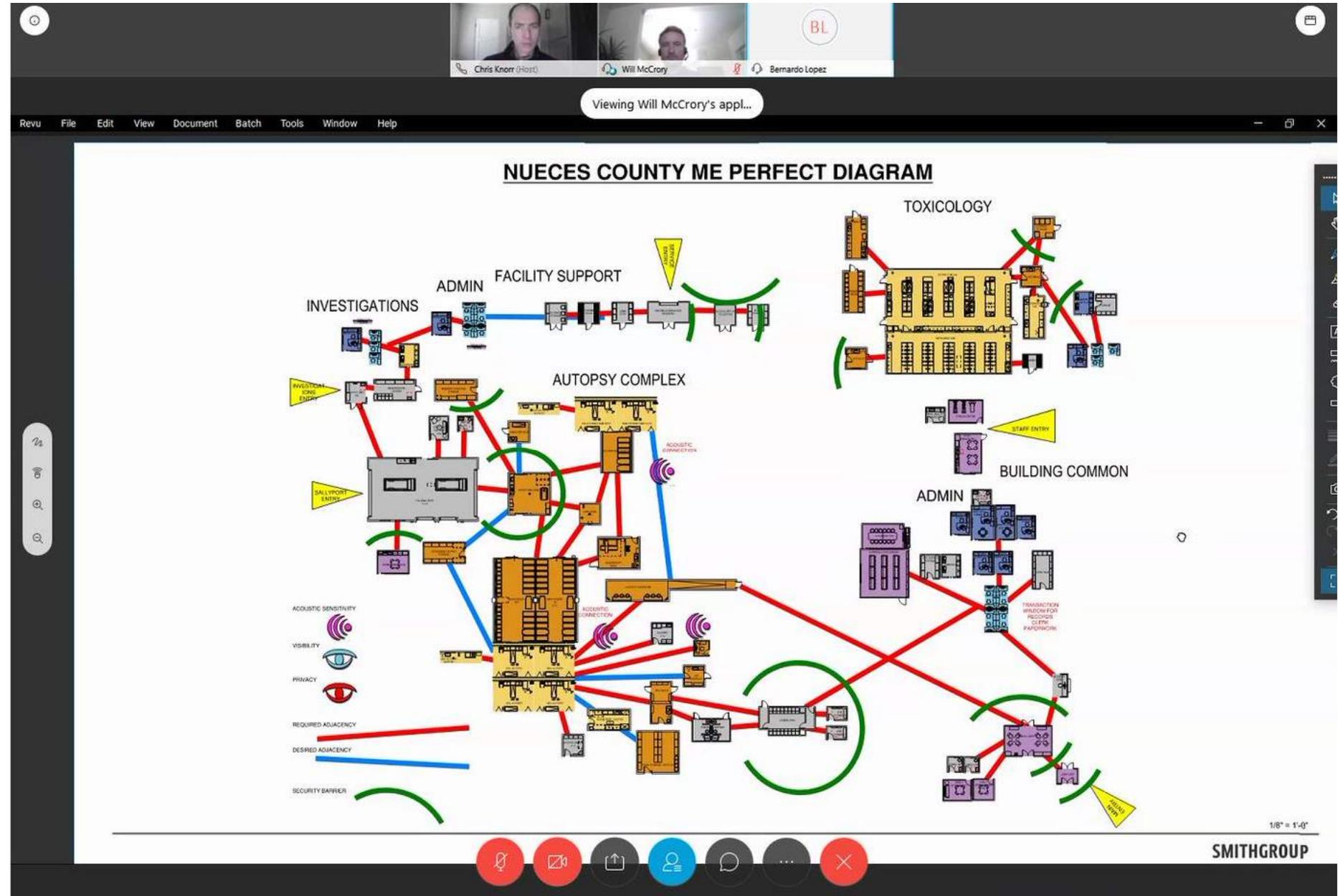
VISIBILITY



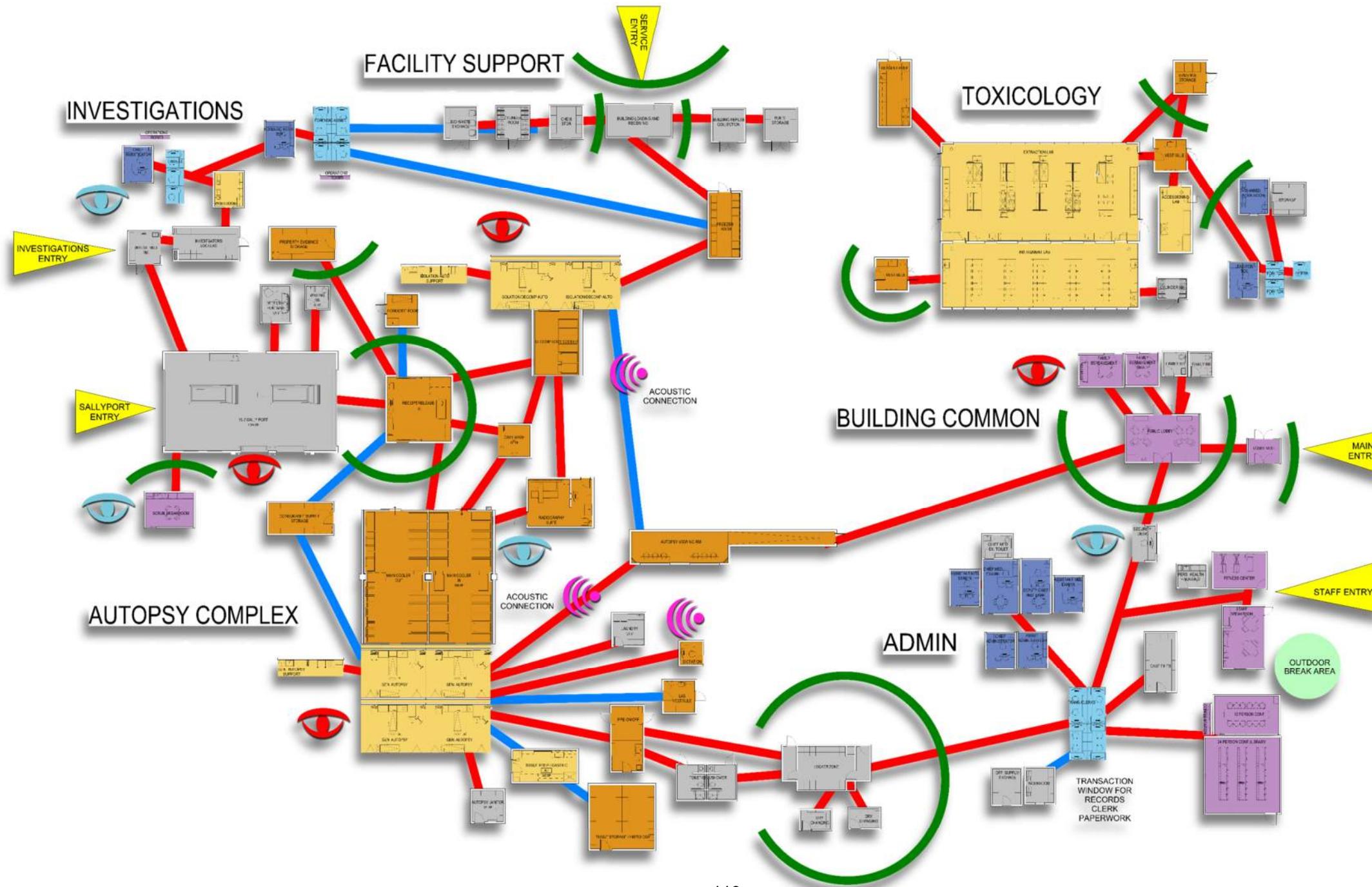
SECURITY



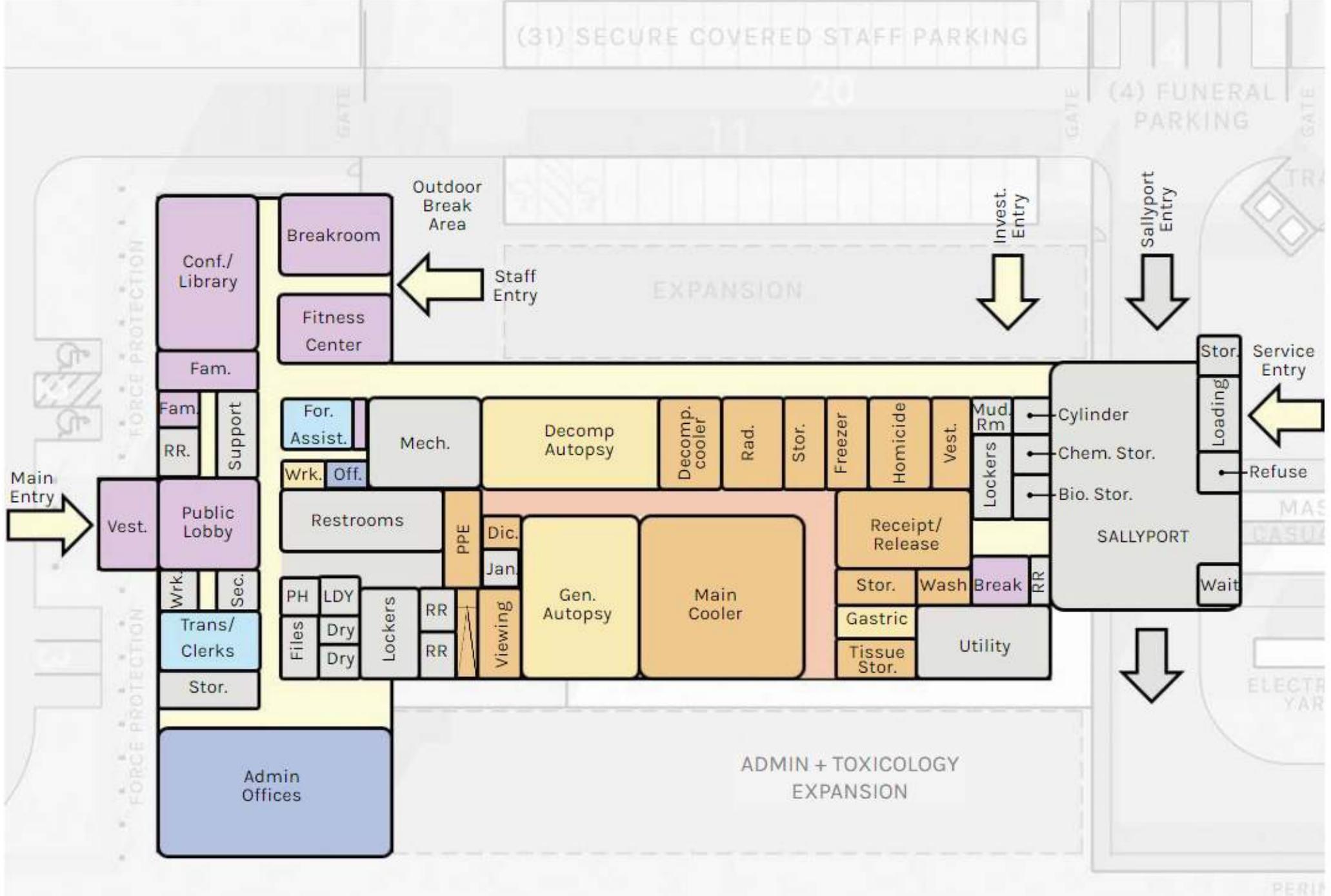
ACOUSTICS



# NUECES COUNTY ME PERFECT DIAGRAM



# CONCEPT DIAGRAM

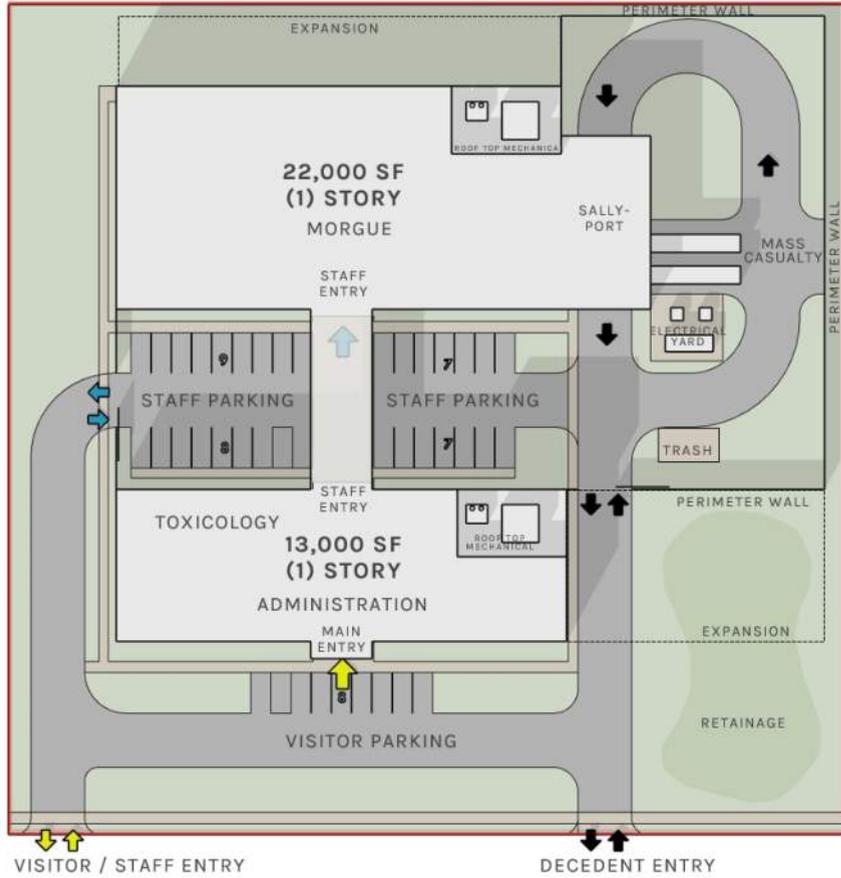


# IDEAL SITE ORGANIZATION

# EVALUATION PROCESS

## MULTIPLE OPTIONS EVALUATED

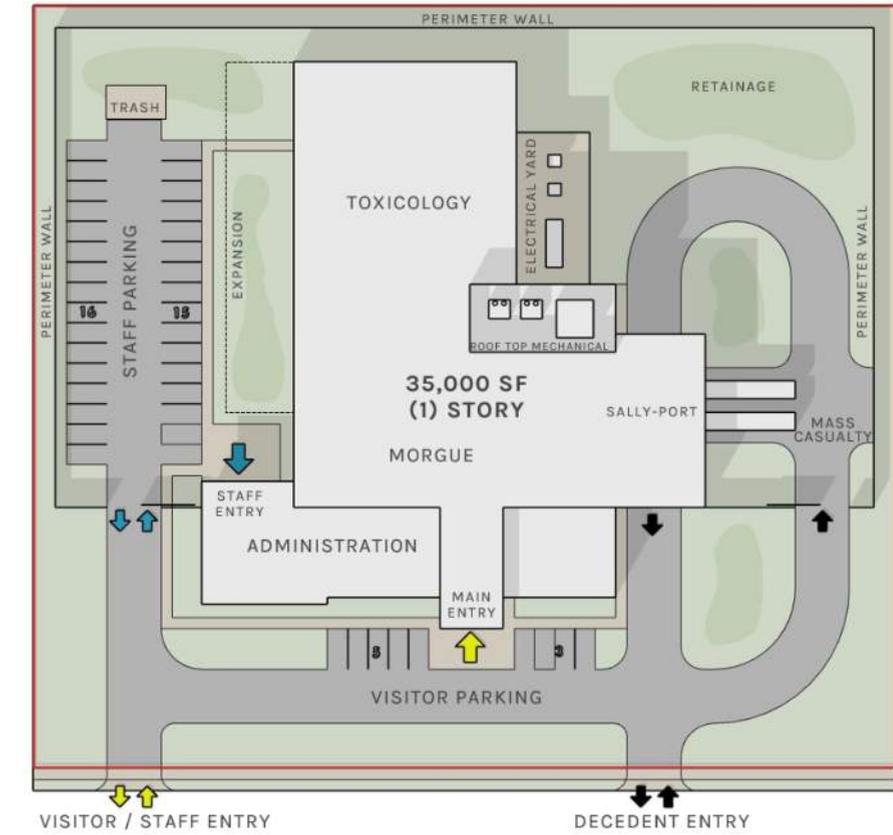
### OPTION 1 – TWO BUILDINGS



### OPTION 2 – LINEAR FLOW



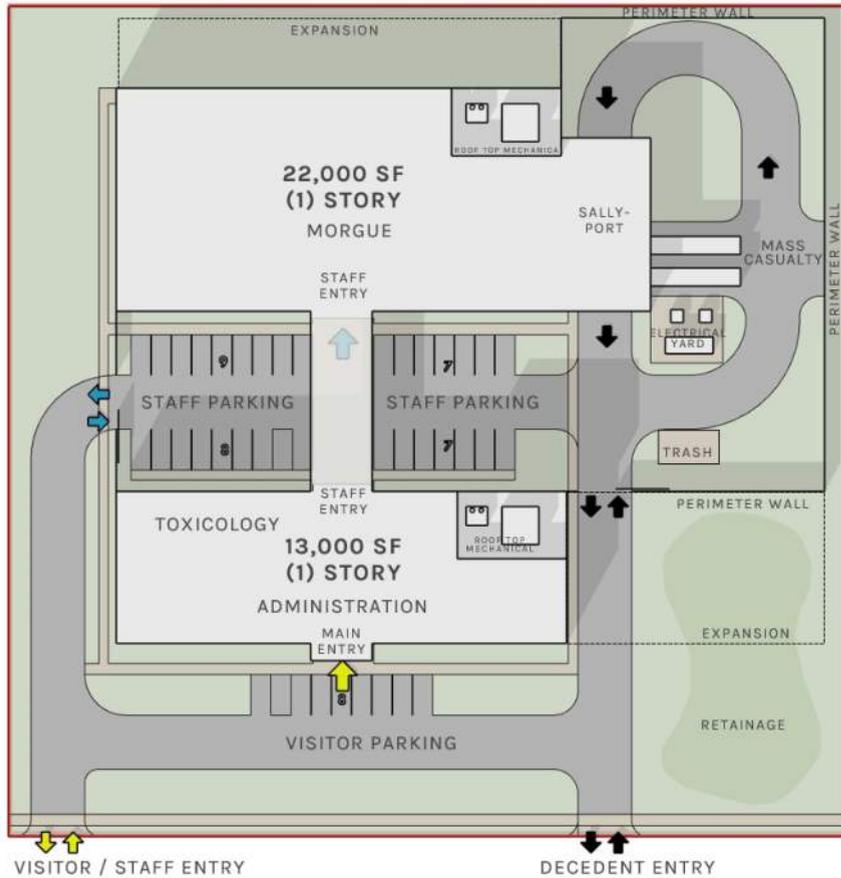
### OPTION 3 – SQUARE SITE



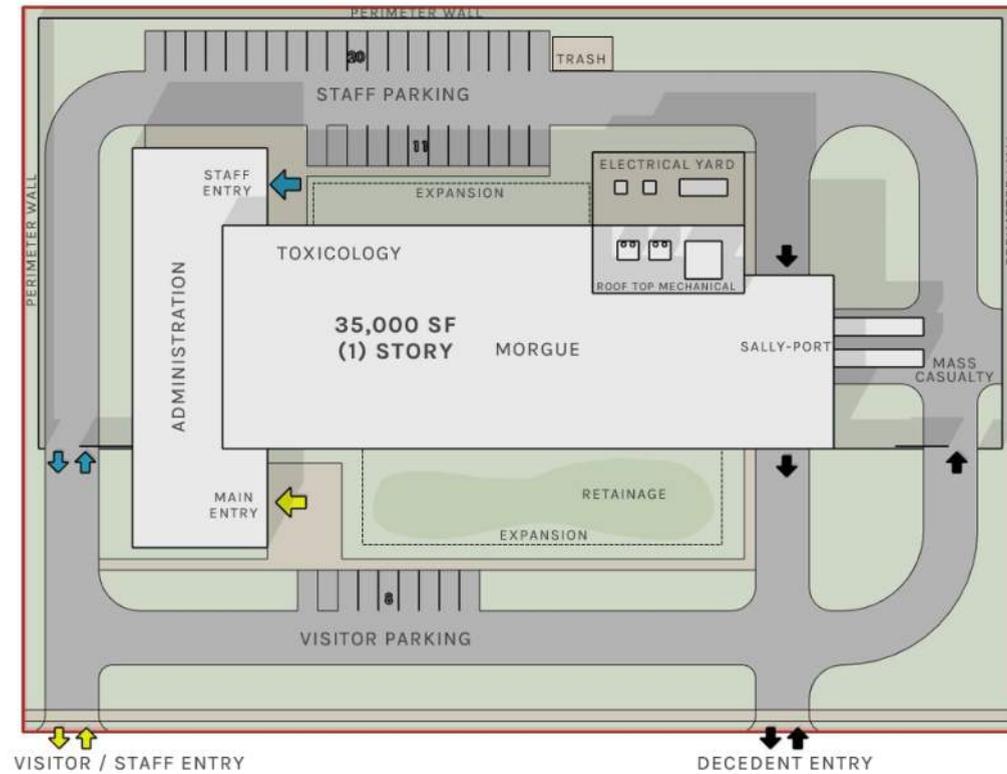
# EVALUATION PROCESS

## SELECTION FOR FURTHER DEVELOPMENT

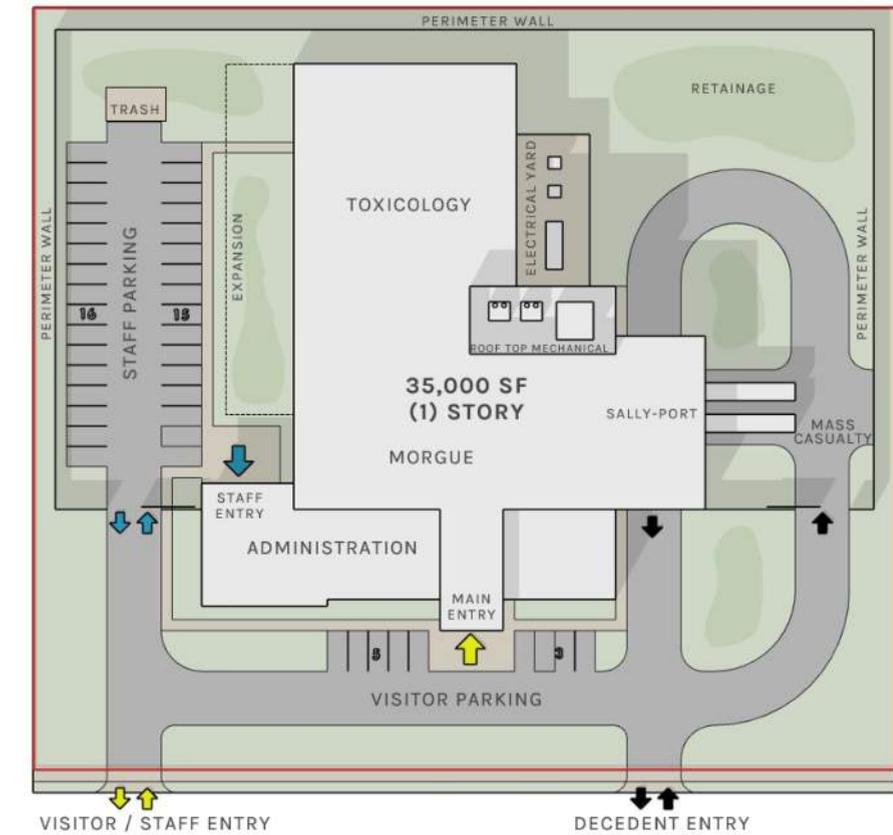
### OPTION 1 – TWO BUILDINGS



### OPTION 2 – LINEAR FLOW

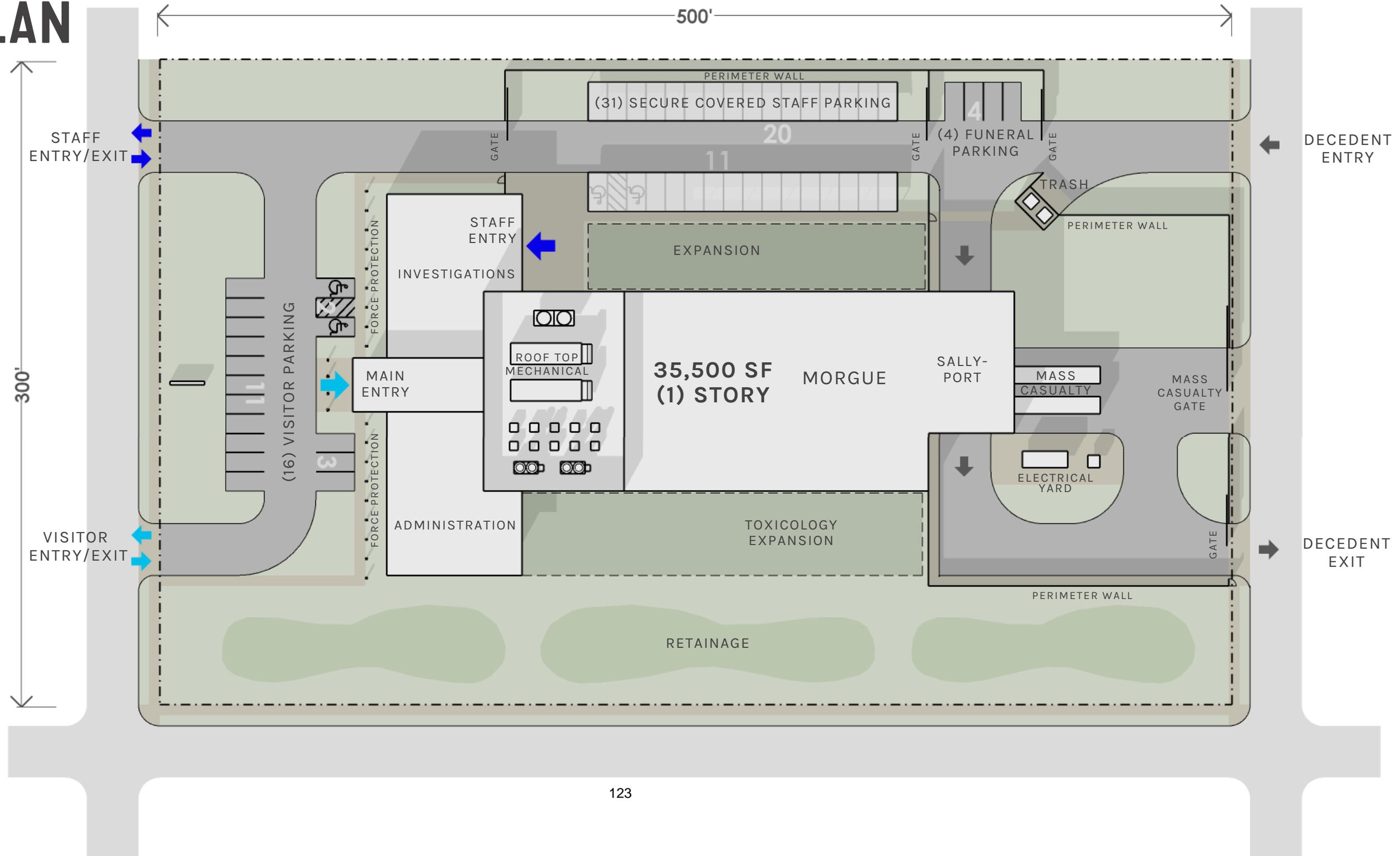


### OPTION 3 – SQUARE SITE



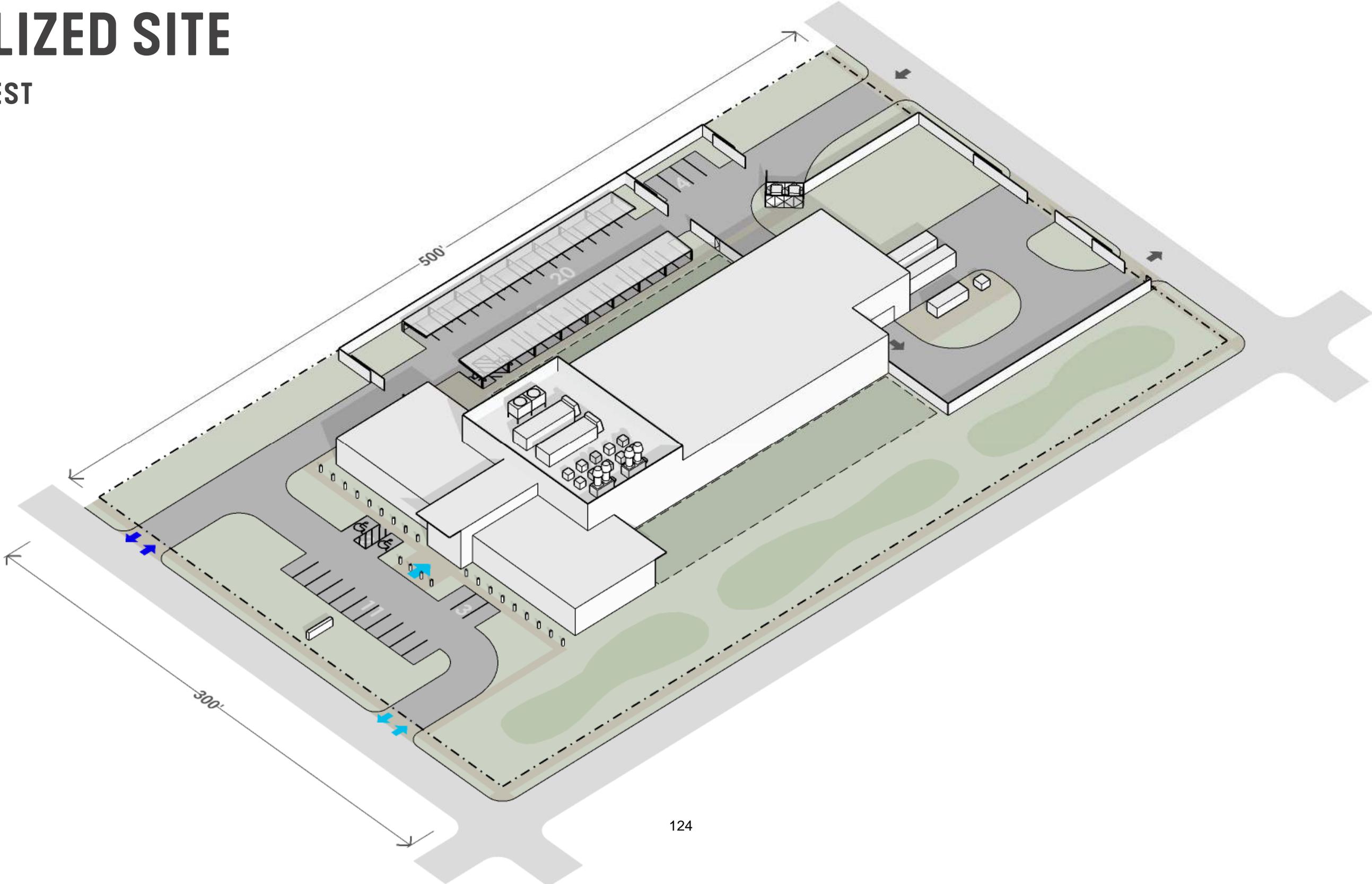
# SITE PLAN

3.3 ACRES



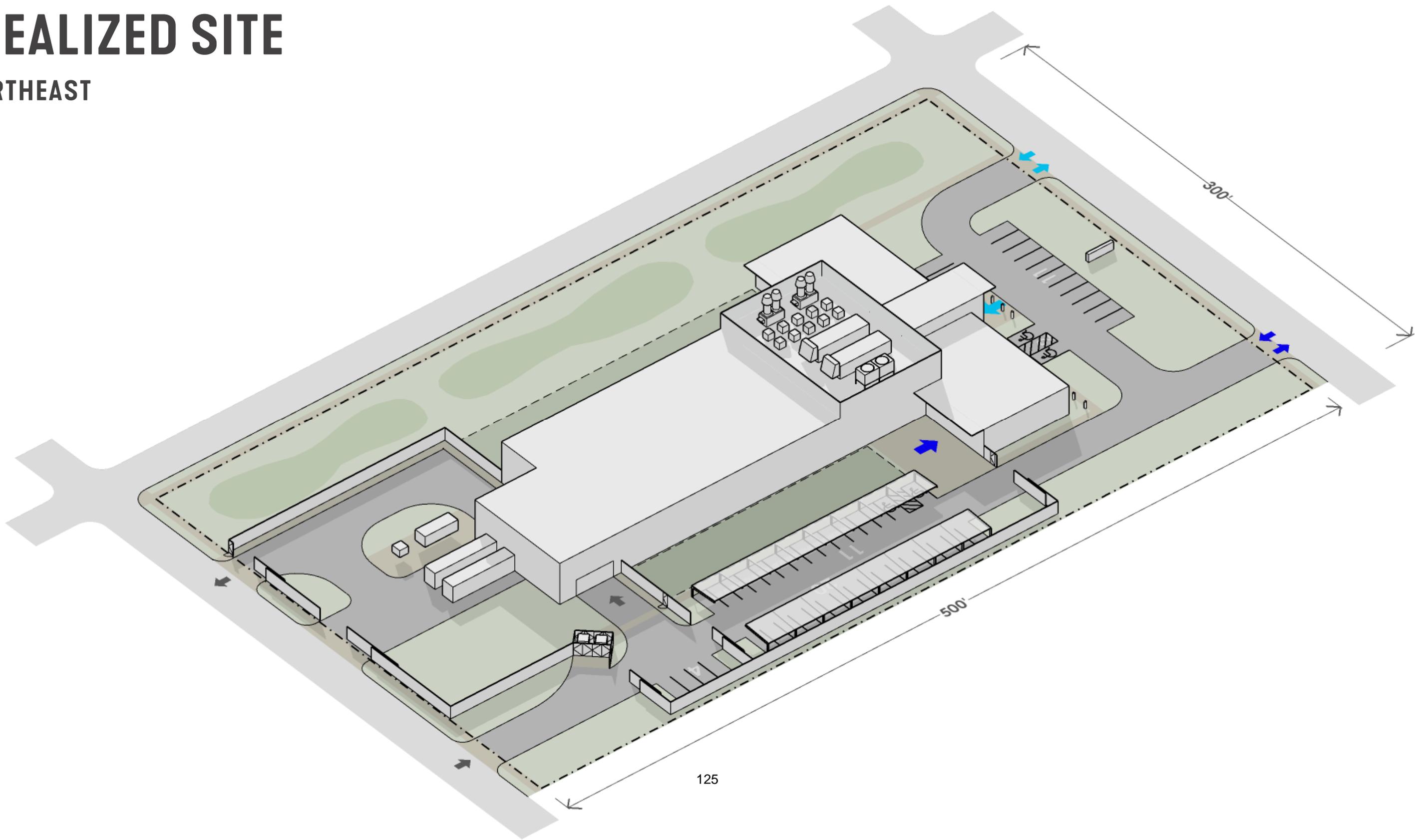
# IDEALIZED SITE

SOUTHWEST



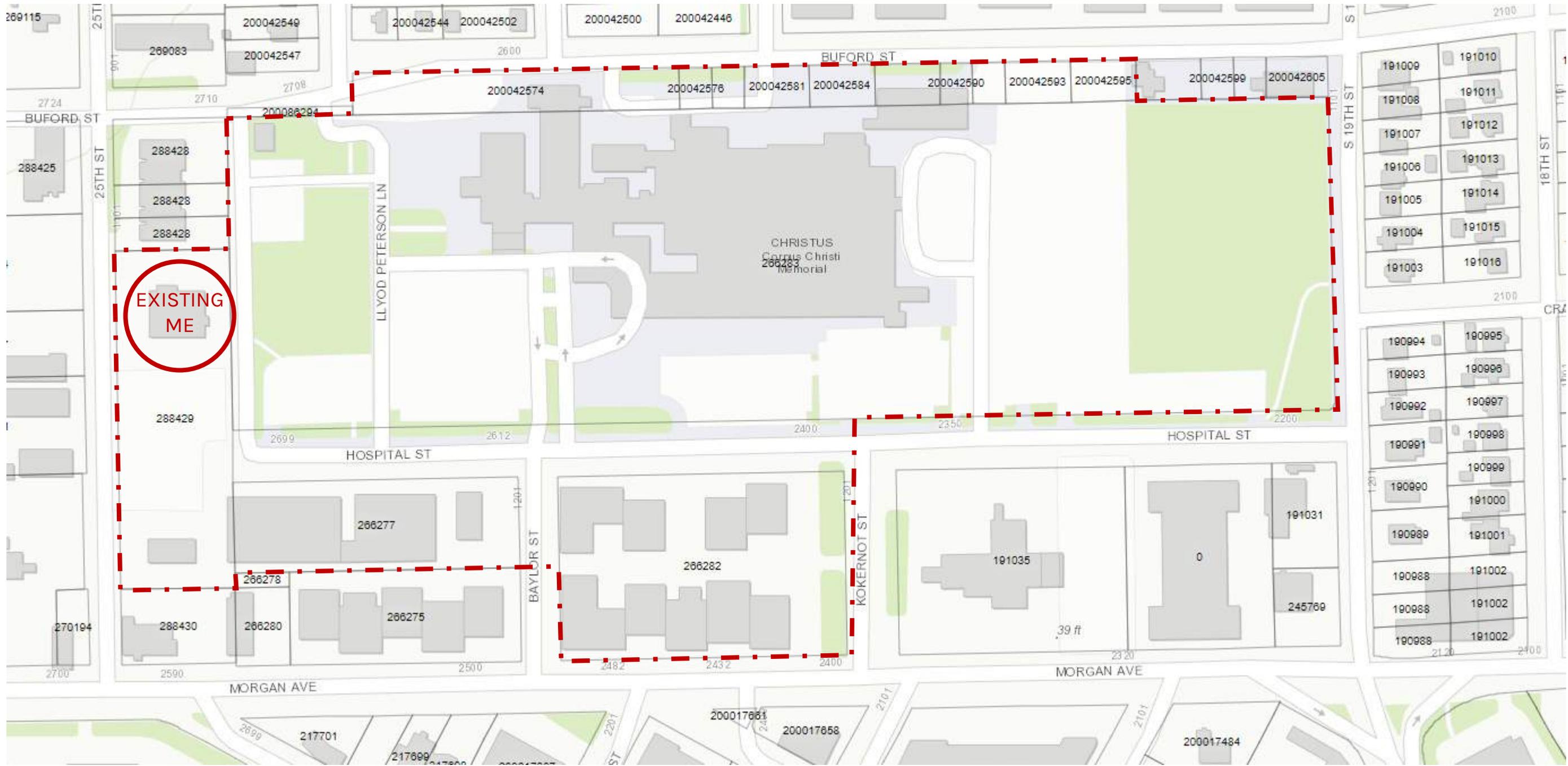
# IDEALIZED SITE

NORTHEAST



# IDEALIZED SITE TEST

# HOSPITAL DISTRICT CAMPUS



# IDEALIZED SITE TEST-FIT

## HOSPITAL DISTRICT CAMPUS

### Positive Aspects:

- Pushes ME to corner
- Service from 25<sup>th</sup> St
- Prominent Entry View

### Negative Aspects:

- Impacts existing ME access
- Physicians Plaza demo
- Requires City Street abandonment



# IDEALIZED SITE TEST-FIT

## HOSPITAL DISTRICT CAMPUS

### Positive Aspects:

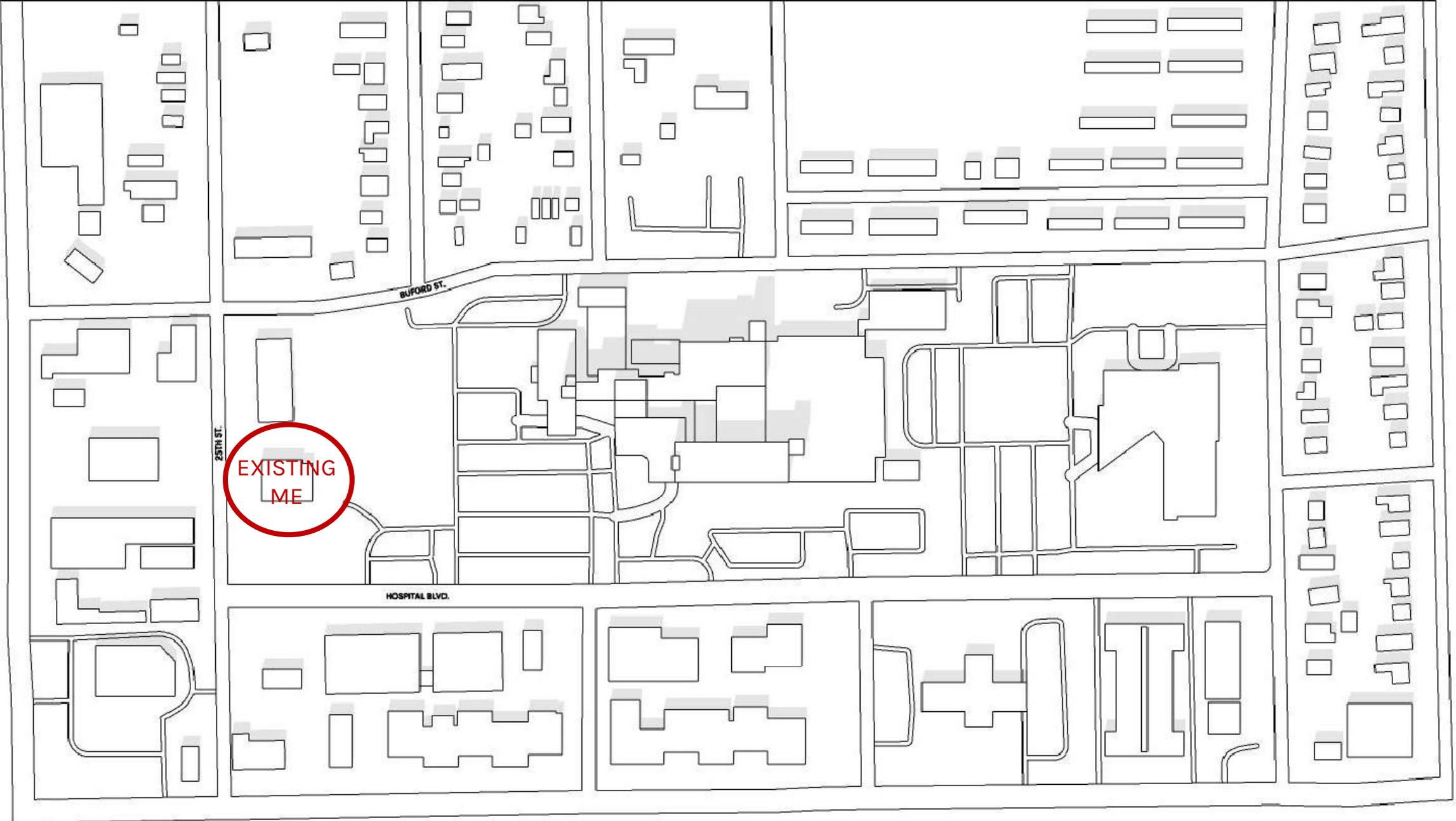
- Reinforces site boundary with new Quick Care
- Preserves existing ME access
- Limits building demolition

### Negative Aspects:

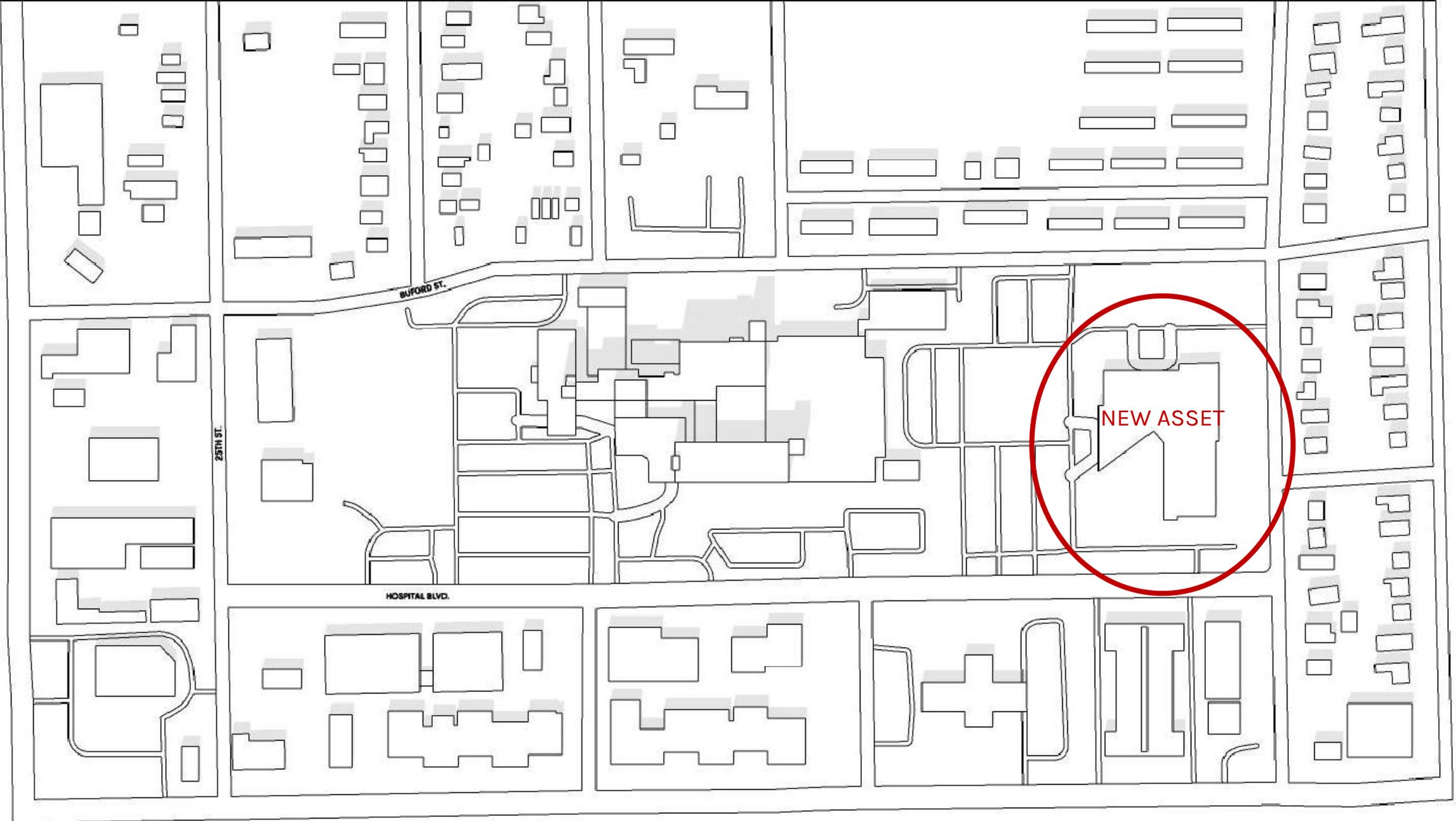
- Service from Buford w/ residential



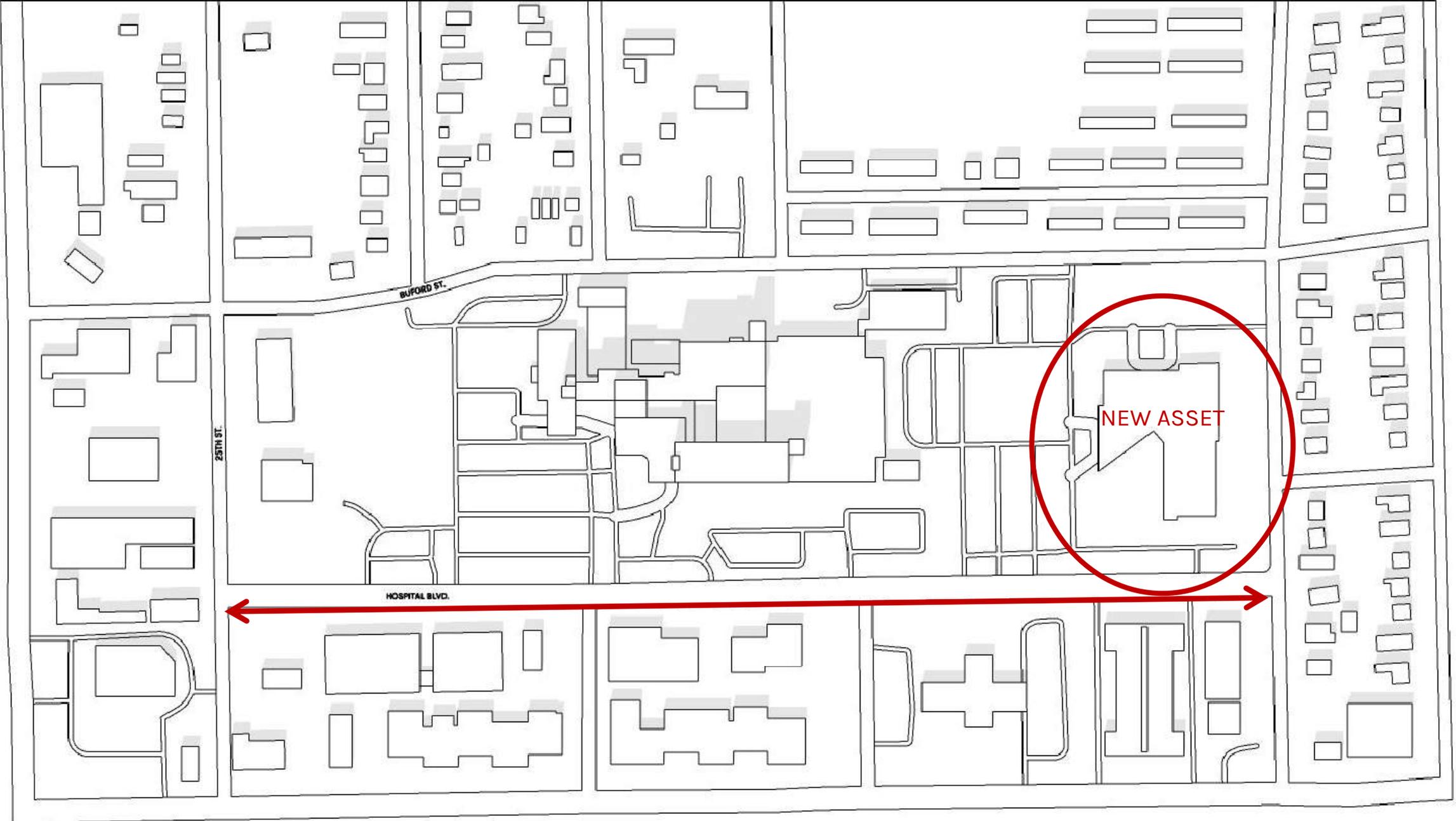
# HOSPITAL DISTRICT SITE OPPORTUNITIES



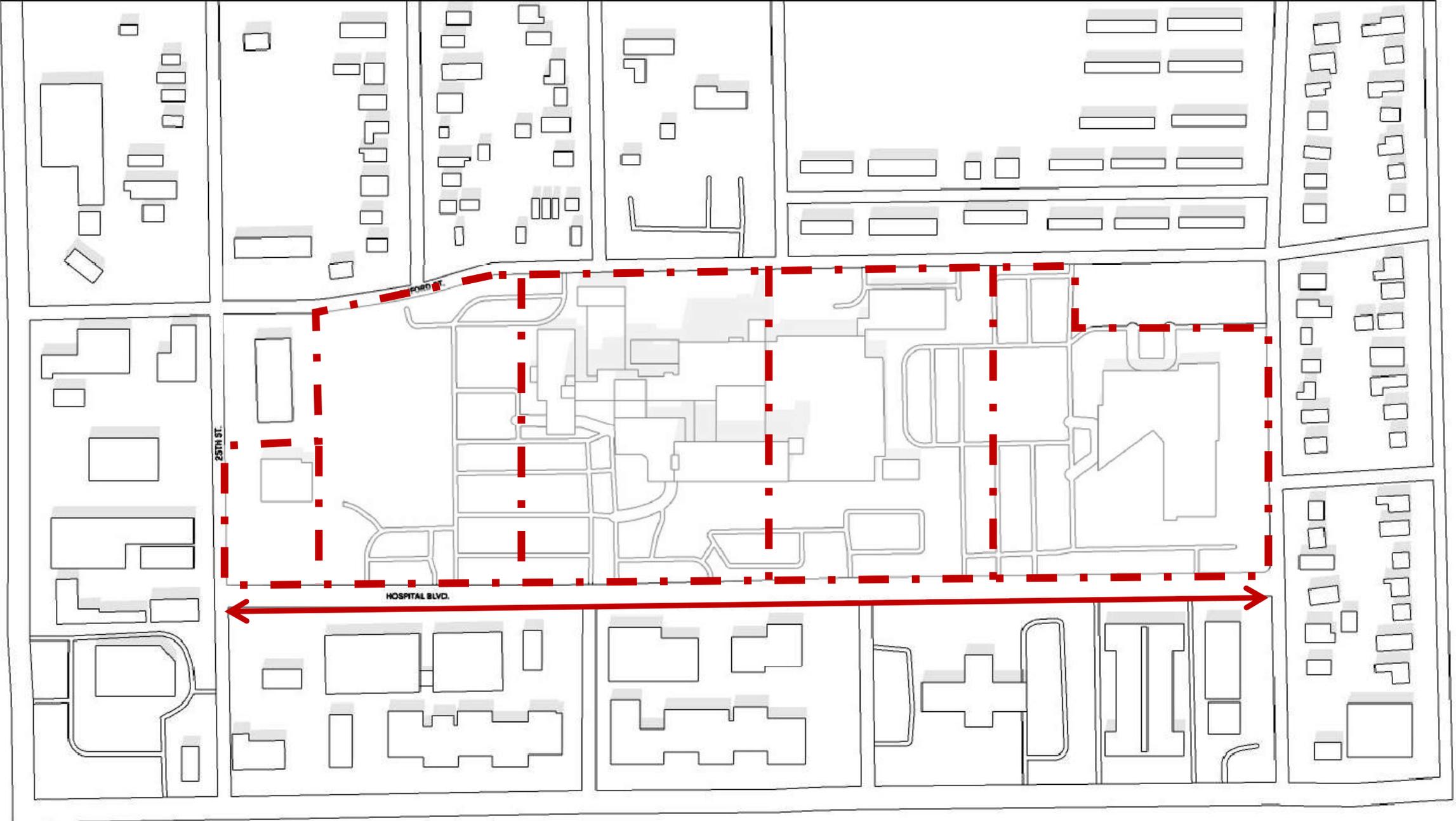
# HOSPITAL DISTRICT SITE OPPORTUNITIES



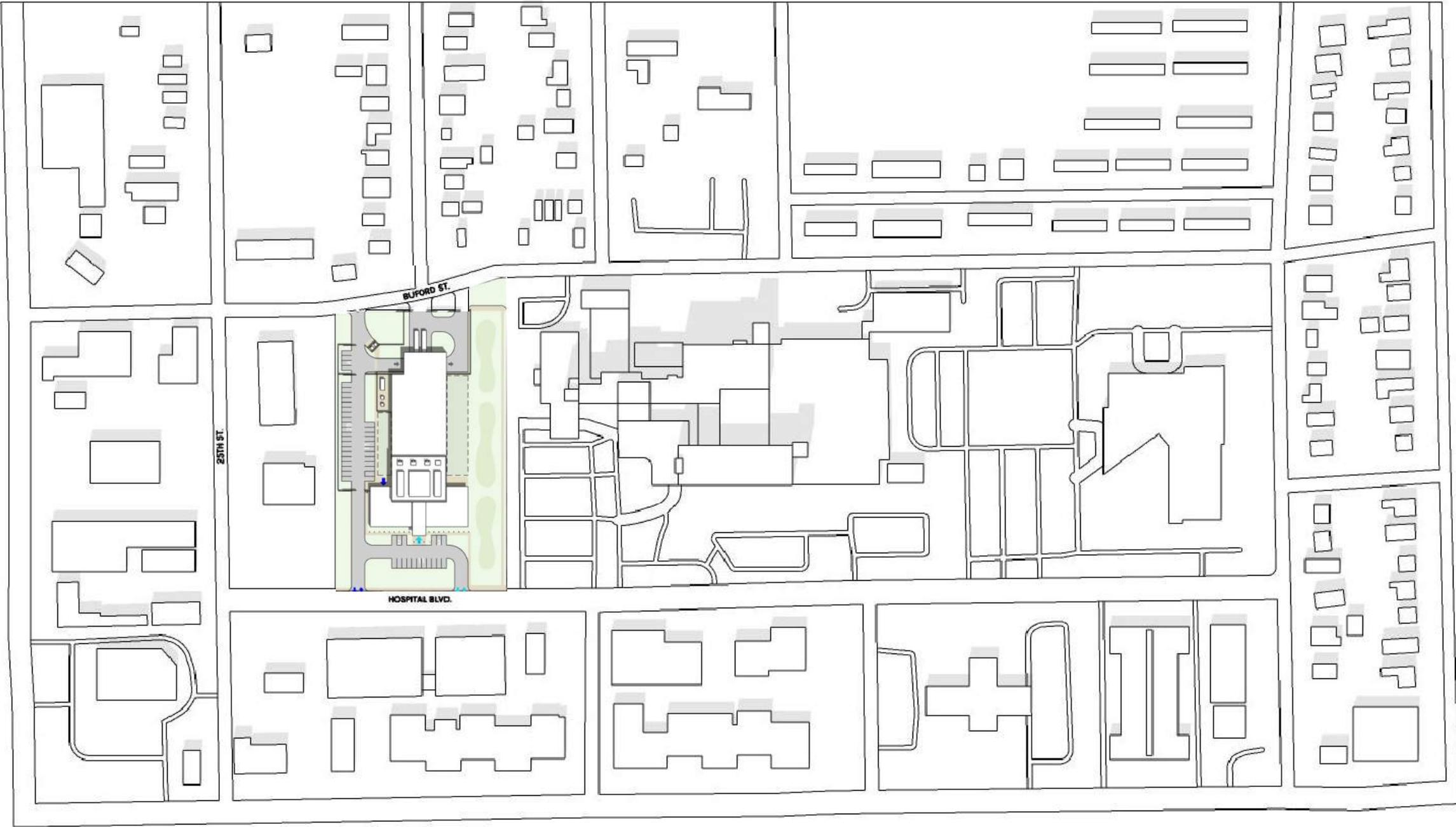
# HOSPITAL DISTRICT SITE OPPORTUNITIES



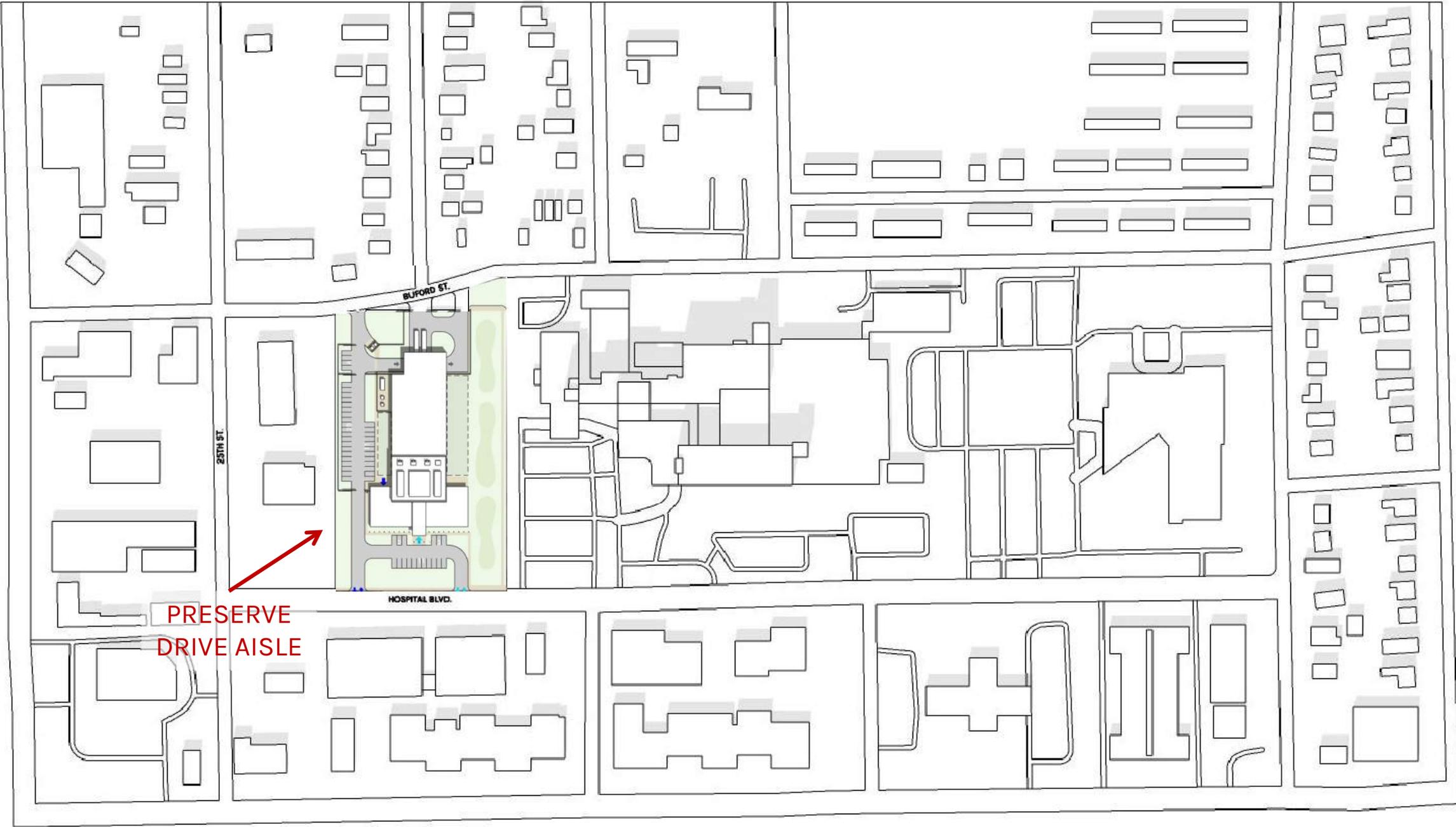
# HOSPITAL DISTRICT SITE OPPORTUNITIES



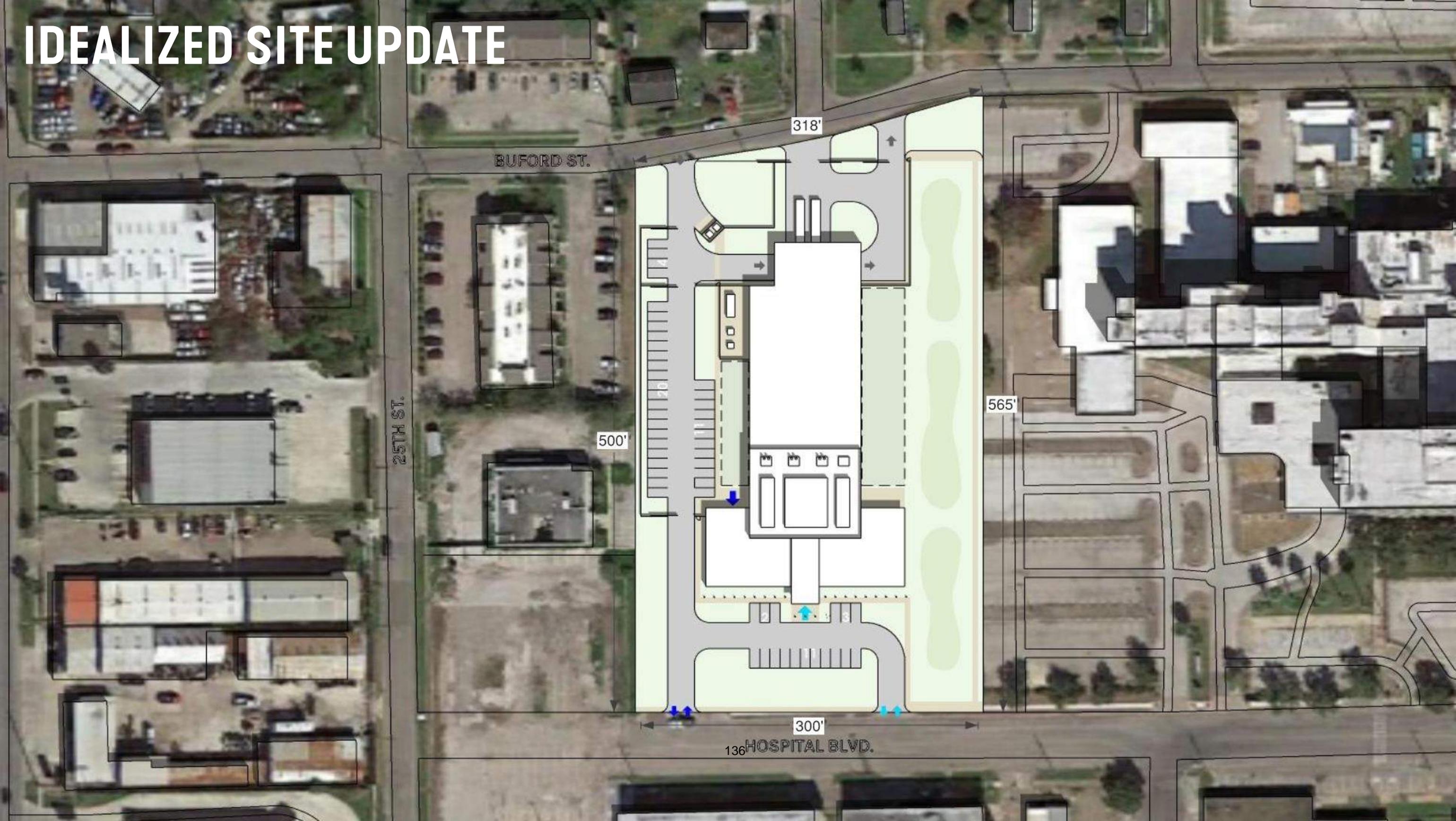
# IDEALIZED SITE UPDATE



# IDEALIZED SITE UPDATE



# IDEALIZED SITE UPDATE



BUFORD ST.

318'

25TH ST.

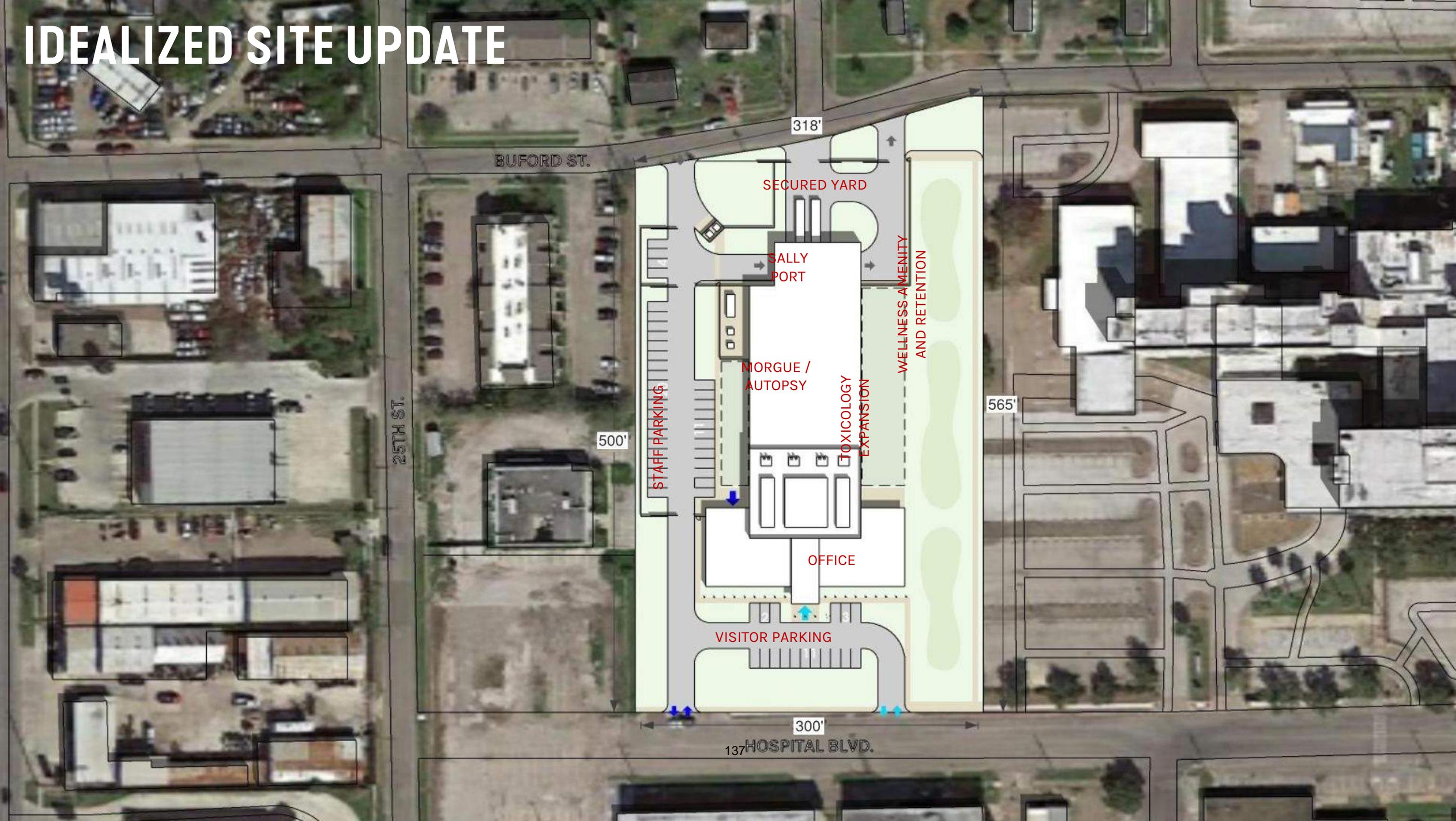
500'

565'

300'

136 HOSPITAL BLVD.

# IDEALIZED SITE UPDATE



# IDEALIZED SITE UPDATE

BUFORD ST.

318'

SECURED YARD

SALLY PORT

MORGUE /  
AUTOPSY

TOXICOLOGY  
EXPANSION

WELLNESS AMENITY  
AND RETENTION

STAFF PARKING

500'

25TH ST.

OFFICE

VISITOR PARKING

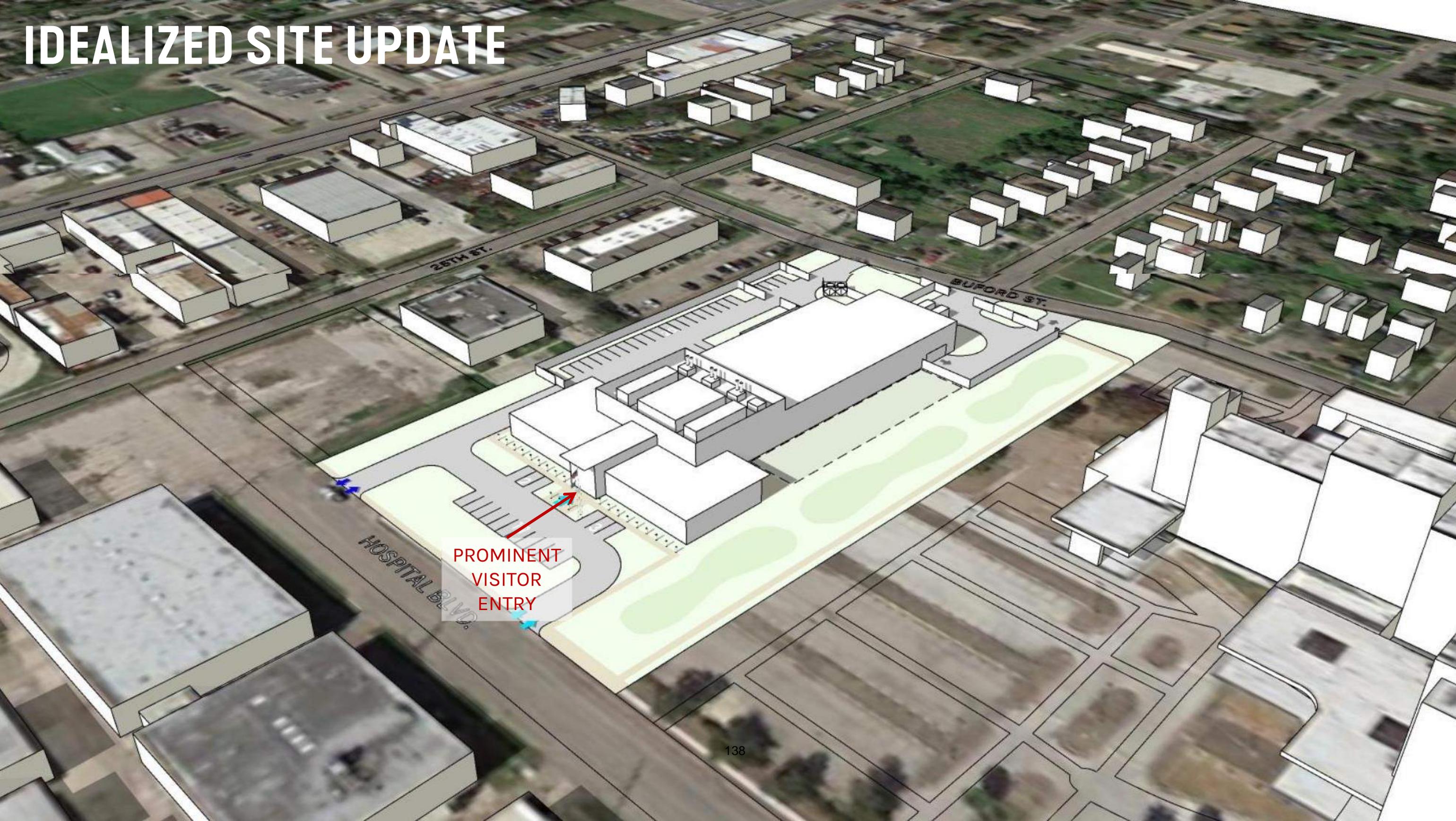
565'

300'

HOSPITAL BLVD.

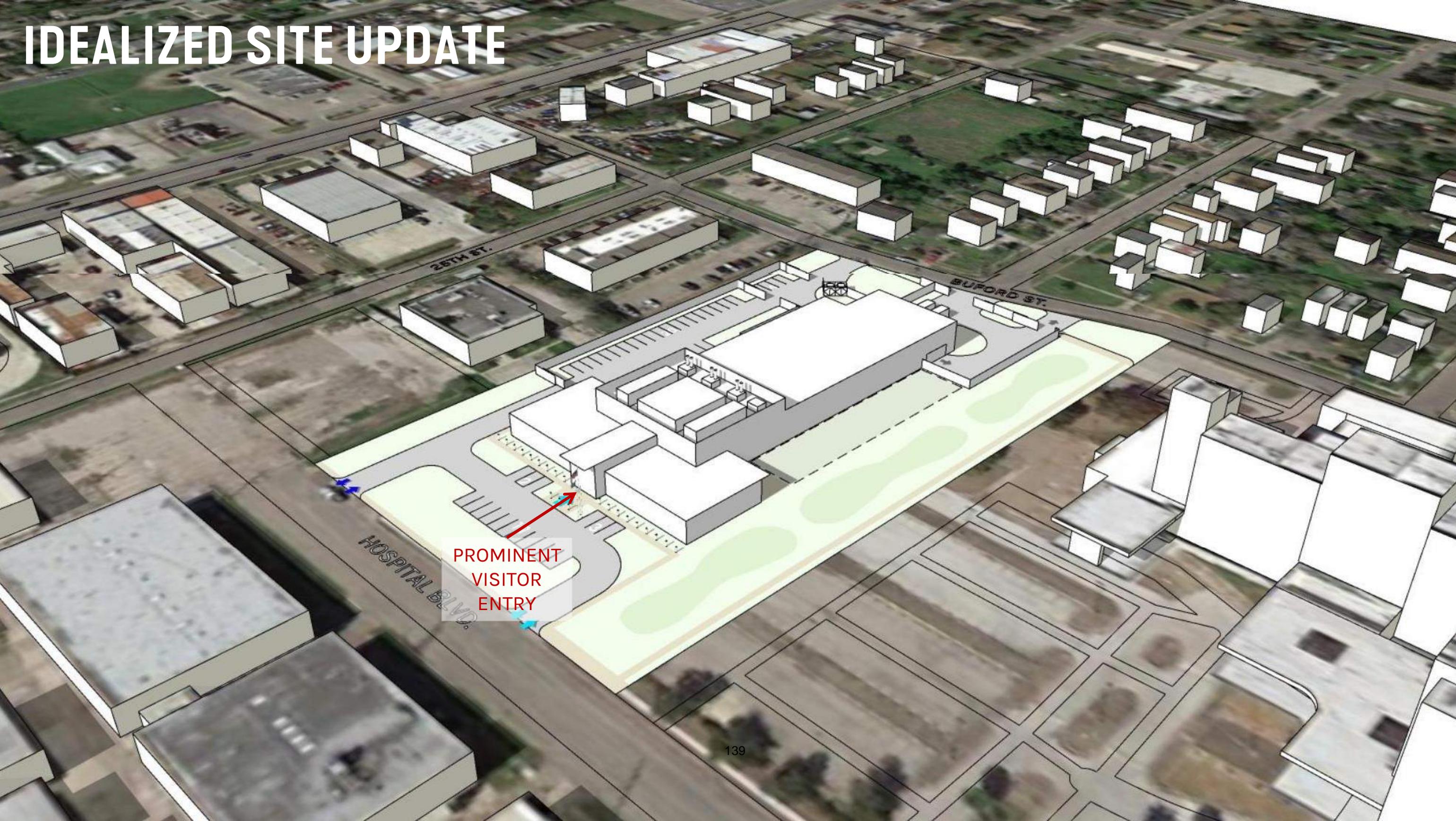
137

# IDEALIZED SITE UPDATE



PROMINENT  
VISITOR  
ENTRY

# IDEALIZED SITE UPDATE



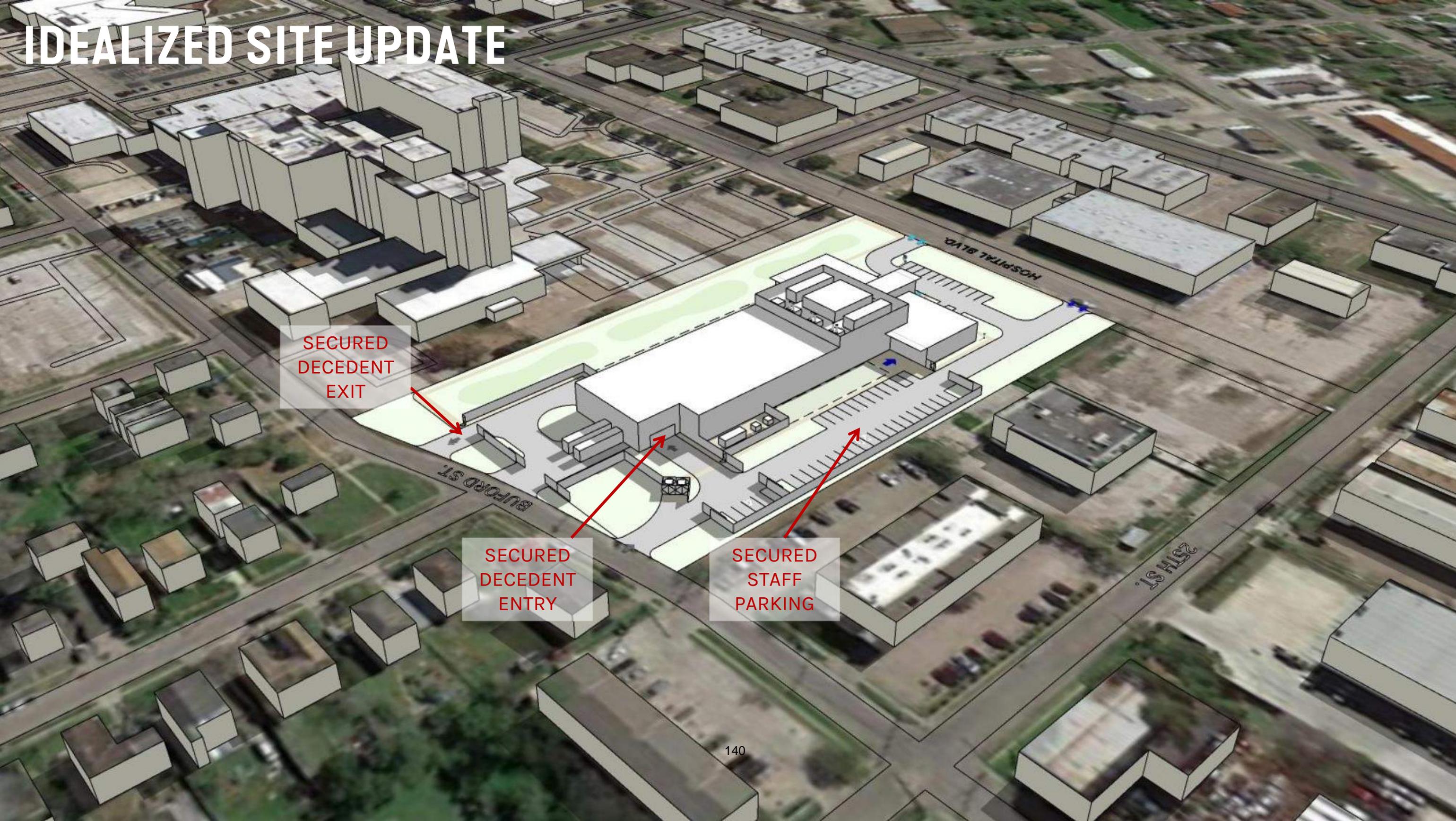
PROMINENT  
VISITOR  
ENTRY

# IDEALIZED SITE UPDATE

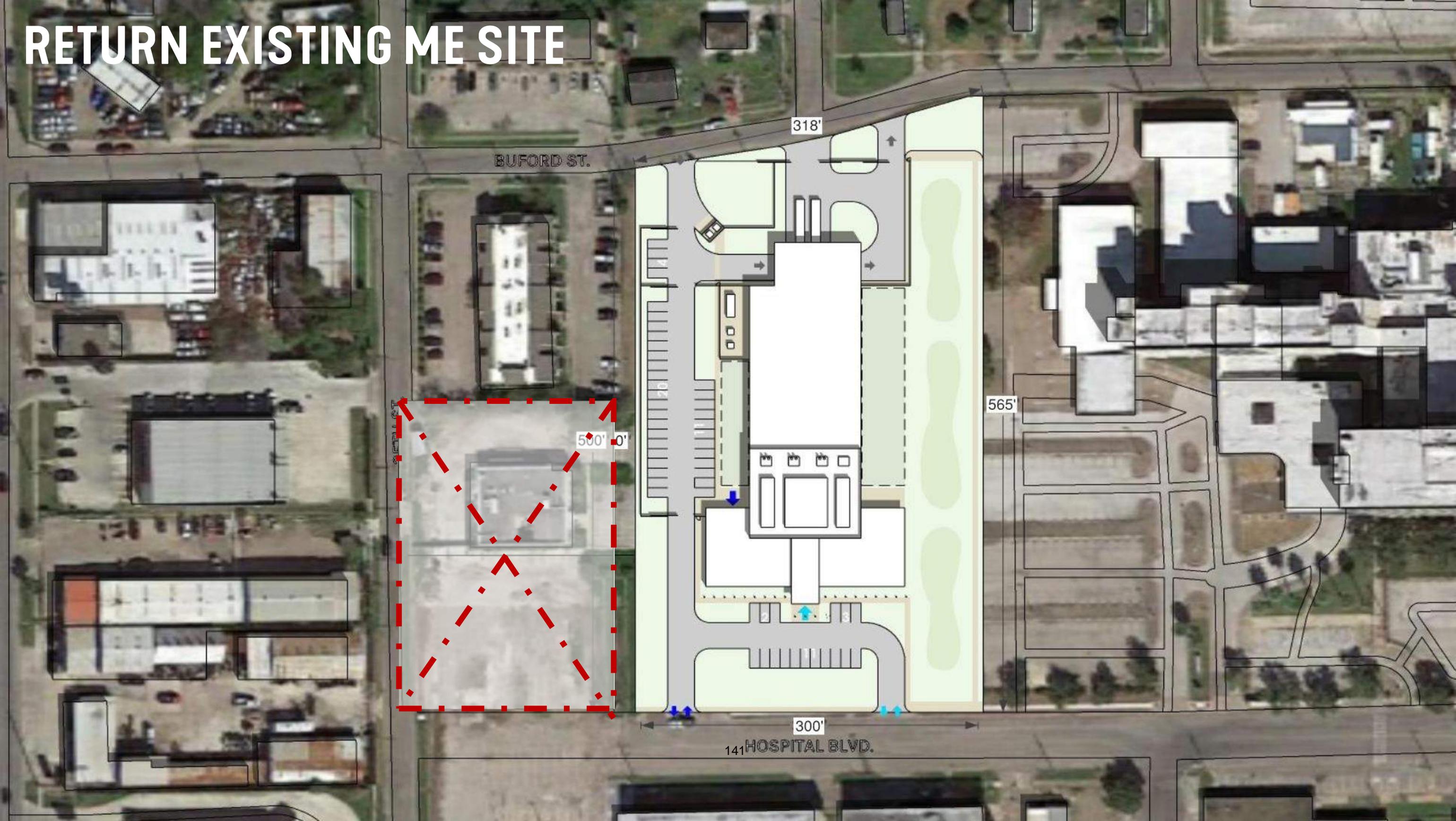
SECURED  
DECEDENT  
EXIT

SECURED  
DECEDENT  
ENTRY

SECURED  
STAFF  
PARKING

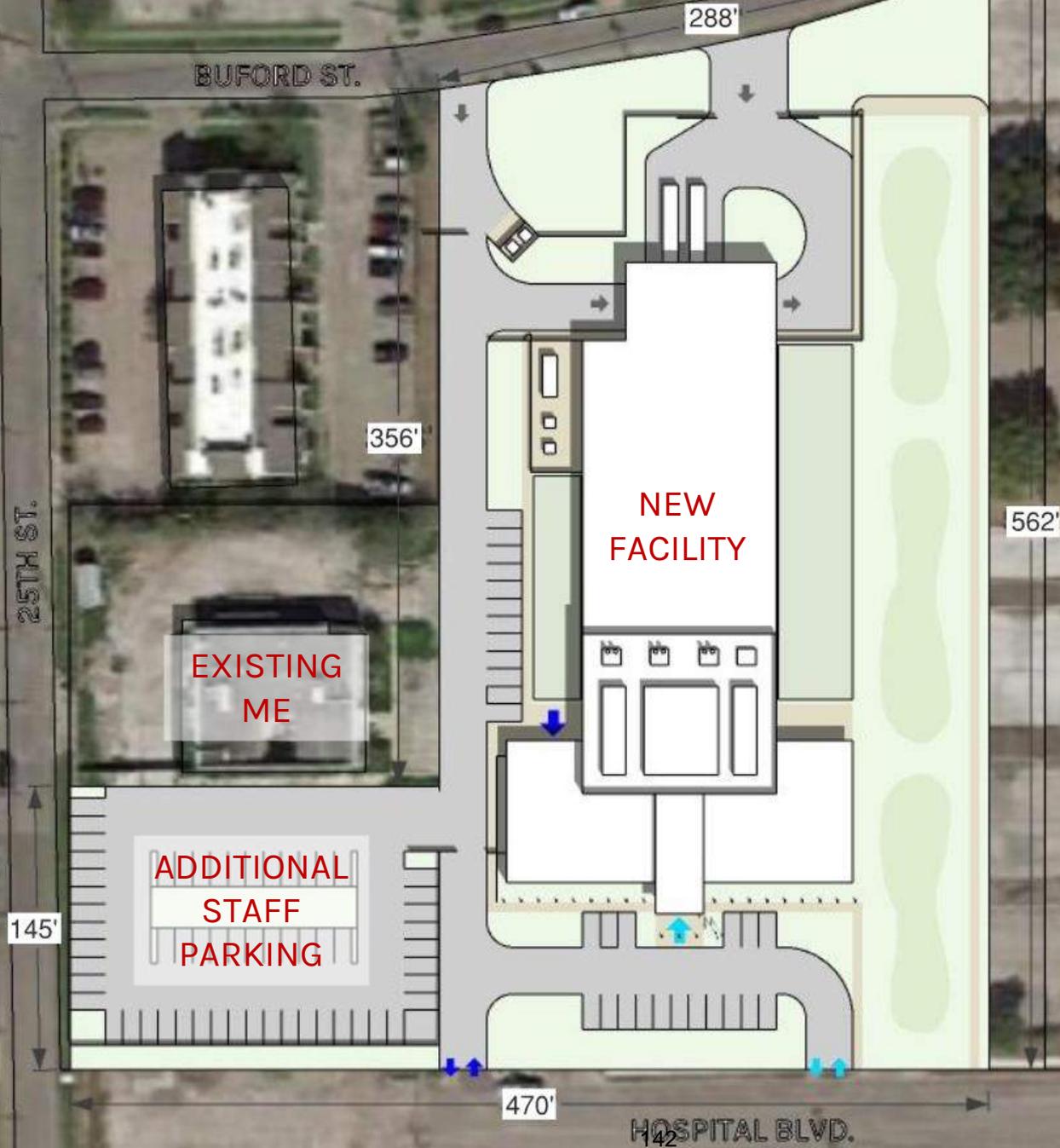


# RETURN EXISTING ME SITE



# OPTION SITE UPDATE

OVERFLOW/REDUNDANCY PRESERVATION



# WRAP-UP

# Memorandum

To: Board of Managers  
From: Jonny F. Hipp, Administrator  
Date: June 12, 2020  
Re: Achievement of Performance Goals in FY 2019

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## Board Members:

Pursuant to my Employment Agreement (“Agreement”) with the Hospital District (“District”), this is to notify the Board of Managers (“Board”) that certain Performance Goals set forth in the Agreement and relating to the District’s fiscal year ended September 30, 2019 (“Fiscal Year 2019”) were achieved and additionally to call the Board’s attention to the Goal Achievement Pay that is due to occur as a result thereof. The related information and supporting details are provided below and attached.

For your reference, I have attached a copy of the Agreement (see Exhibit #1). The Agreement’s Performance Goal Pay provisions are set forth in Paragraph 3(b) and the Performance Goals and their associated achievement pay amounts, stated as a percent of salary, are located at the end of the Agreement and identified as Attachment “A.” I have additionally attached an analysis of the Performance Goals achieved during Fiscal Year 2019 and the associated amounts of the Goal Achievement Pay to be paid (see Exhibit #2).

Concerning the above, seven of the Administrator’s Performance Goals from those listed in Attachment ‘A’ were achieved during Fiscal Year 2019.

Prior to the disbursement of any Goal Achievement Pay, the Agreement requires that the Board receive from the Administrator relevant documentation supporting the Administrator’s achievement of the specific Performance Goals being relied upon for that year’s Goal Achievement Pay as shown on the following page and in the attached Exhibits.

*Jonny F. Hipp*

## Performance Goals Achieved in Fiscal Year 2019

- (1) **Goal #5:** Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2019.  
**Exhibit #:** 3  
**Documentation:** June 12, 2020 confirmation letter from State Medicaid Director.
- (2) **Goal #6:** Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2019.  
**Exhibit #:** 3  
**Documentation:** June 12, 2020 confirmation letter from State Medicaid Director.
- (3) **Goal #7:** Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2019.  
**Exhibits #:** 4 & 5  
**Documentation:** Fiscal Year ended September 30, 2019-related letters issued by Collier, Johnson & Woods, P.C., the Hospital District's independent auditors, and dated February 18, 2020:
  - (A) *Independent Auditor's Report (Exhibit #4);* and
  - (B) *Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Governmental Auditing Standards (Exhibit #5).*
- (4) **Goal #8:** Negotiate revenue sharing percentage for Fiscal Year 2020.  
**Exhibit #:** 6  
**Documentation:** August 22, 2019 letter from CHRISTUS Spohn Health System substantiating negotiations and establishing the sharing percentage for Fiscal Year 2020.
- (5) **Goal #9:** Pursue Goals for 86<sup>th</sup> Texas Legislative Session.  
**Exhibit #:** 7  
**Documentation:** April 8, 2019 Witness List (Jonny Hipp) for Senate Intergovernmental Affairs Committee Hearing on SB2315. May 2, 2019 Witness List (DeWitt Alsup) for House County Affairs Committee Hearing on SB2315. SB2315 Texas Legislature Bill Actions List showing passage.
- (6) **Goal #23:** Secure appraisal of Memorial Medical Center property.  
**Exhibit #:** 8  
**Documentation:** December 7, 2018 appraisal from Smith, Kirkpatrick & Klager, LLC.
- (7) **Goal #24:** Secure appraisal of non-Memorial Medical Center property.  
**Exhibit #:** 8  
**Documentation:** December 7, 2018 appraisal from Smith, Kirkpatrick & Klager, LLC.

# Exhibit # 1

**NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATOR EMPLOYMENT AGREEMENT  
October 1, 2018 – September 30, 2022**

This Administrator Employment Agreement (the “Agreement”) is made by and between the Board of Managers (the “Board”) of the Nueces County Hospital District, a political subdivision of the State of Texas (the “Hospital District”), and Jonny F. Hipp, the person appointed by the Board to be the Administrator who is qualified for such by training and experience (the “Administrator”). The Board and Administrator, for and in consideration of the terms and conditions hereinafter set forth in this Agreement and pursuant to Texas Health and Safety Code, §281.026 and §281.028 hereby agree as follows:

**W I T N E S S E T H:**

1. **Employment.** The Board, by and on behalf of the Hospital District, does hereby employ Administrator as the District’s Administrator and Chief Executive Officer, and the Administrator hereby accepts such employment. It is the intent of the parties hereto that the Administrator’s employment be governed by this Agreement and the District’s policies regarding compensation, separation from employment, and employment-at-will shall not be applicable to the Administrator. Except as stated above and in Paragraphs 3-5 below, the District’s employee policies shall be applicable to the Administrator.

2. **Duties and Performance Goals.** Subject to the Board’s policies, limitations, and reasonable direction, the Administrator shall perform those duties required by the Board, including but not limited to, supervision of the work and activities of the Hospital District and general direction of the District’s affairs. The Administrator shall perform those duties required of an administrator by Texas Health and Safety Code, Chapter 281. The Administrator shall assure the Hospital District complies with the applicable provisions of Texas Health and Safety Code, Chapters 61 and 281 and other applicable laws. The Administrator shall serve as Secretary of the Board as provided in Texas Health and Safety Code, §281.023(b). In addition, the Administrator shall endeavor to reasonably achieve the Performance Goals attached hereto and identified as Attachment “A.” The Administrator is hereby authorized to plan, organize, manage, supervise, and direct use of the District’s personnel, equipment, and other resources in the performance of his duties and achievement of the Performance Goals under this Agreement. The Administrator is encouraged to and may continue performing higher education-level teaching activities in the community and region and the Board is supportive thereof provided that those activities do not interfere with the performance of his duties under this Agreement or create a conflict of interest.

3. **Compensation.** The Administrator shall be entitled to the following payments (collectively, the “Compensation”):

(a) **Salary.** Considering the level of expertise, education, and experience required of the Administrator by the Board, the adequacy of which is hereby confirmed by the Board, and the Board’s desire to fairly compensate the Administrator for such qualities, the

Board has surveyed other similarly-situated hospital districts in the State concerning the salary and benefits paid for positions comparable with that of the Administrator. The Board, acknowledging and considering (i) the Administrator's performance in carrying out the requirements of prior employment agreements with the District; (ii) the Administrator's achievement of prior Performance Goals; (iii) the Administrator's doctoral education, collectively all of which have directly benefited and continue to benefit the taxpayers, District, community, and the region; (iv) the compensation and benefits paid and made available to administrators in similarly-situated hospital districts in the State; (v) the Board's desire that the Administrator be fairly compensated; (vi) that the greater than ever complexities of healthcare administration, quality, financing, and governmental regulations require the expertise of the Administrator; and (vii) the Board's desire to achieve consistency, stability and longevity in the Administrator's position, the Board hereby determines and agrees that the Hospital District shall pay the Administrator a salary amount of one hundred ninety-two thousand four dollars and eighty cents (\$192,004.80) per twelve-month period during the Term (the "Salary"). The Salary shall be prorated for twenty-six (26) biweekly pay periods during each twelve-month period of the Term and for any partial employment period. The Salary shall be subject to withholding taxes prescribed by applicable statutes and as additionally authorized by Administrator.

(b) **Performance Goal Pay.** The Board desires that the Hospital District maintain a leadership role in regional healthcare supplemental payment programs, achieve uneventful financial audit results, pursue needed legislation, realize non-tax revenues, and divest specified real properties. Accordingly, the Board hereby determines and agrees that on or about each February 1<sup>st</sup> during the Term, the District shall, in addition to the Salary above, pay the Administrator a lump sum amount equal to the amount(s) associated with the Administrator's reasonable achievement of Performance Goal(s) set forth in Attachment "A" (the "Goal Achievement Pay"). The Goal Achievement Pay shall be subject to withholding taxes prescribed by applicable statutes and as additionally authorized by Administrator. Prior to disbursement of any Goal Achievement Pay, the Administrator shall present to the Board relevant documentation supporting his achievement of the specific Performance Goals being relied upon for that particular year's Goal Achievement Pay.

4. **Benefits.** The Administrator shall be entitled to receive the same employee benefits, commensurate with his past service considering his original hire date, as other employees of the Hospital District (the "Common Benefits"). In addition to the Common Benefits, the Administrator shall be entitled to the following supplemental benefits during the Term (the "Supplemental Benefits"):

(a) **Automobile Allowance.** To facilitate performance of Administrator's duties and achievement of his Performance Goals under this Agreement, the Hospital District agrees to pay the Administrator an allowance of two hundred thirty-five dollars (\$235.00) per biweekly pay period during the Term for use of his personal automobile within the District's boundaries (the "Automobile Allowance"). The Automobile Allowance shall be prorated for any partial employment period.

(b) **Telephone Allowance.** To facilitate performance of Administrator's duties and achievement of his Performance Goals under this Agreement, the Hospital District agrees to pay the Administrator an allowance of fifty dollars (\$50.00) per biweekly pay period during the Term for use of his personal communications device (the "Telephone Allowance"). The Telephone Allowance shall be prorated for any partial employment period.

(c) **Retirement Contribution.** The Hospital District agrees to deposit into the District's Internal Revenue Code ("IRC"), Section 457(b) Deferred Compensation Plan (the "Deferred Compensation Plan") each calendar year for benefit of Administrator, an amount equal to the then current calendar year's annual IRC Section 457(b) contribution limit (the "Retirement Contribution"). The Retirement Contribution shall be prorated based on twenty-six (26) biweekly pay periods per calendar year and shall be further prorated for any partial employment period. All Retirement Contribution deposits shall be fully and immediately vested in the Administrator and are freely transferrable by the Administrator in the event the Administrator is no longer employed by the Hospital District, subject to the requirements of IRC Section 457(b). The Administrator shall not be restricted from depositing additional personal contributions into the Deferred Compensation Plan. In consideration of this Retirement Contribution provided by the District, the Administrator agrees he will not participate in the District's IRC, Section 403(b) Tax-Sheltered Annuity Plan.

(d) **Employee Insurance Premiums.** The Hospital District agrees to pay up to one hundred twenty-five dollars (\$125.00) per biweekly pay period during the Term toward the employee's portion of the Hospital District's health, dental, and vision insurance premiums for the Administrator and his children or family, as he shall determine for each insurance type, and the Administrator is responsible for payment of any amounts in excess of that amount.

(e) **Expense Reimbursement.** The Hospital District shall reimburse Administrator for reasonable expenses incurred by him in the performance of his duties and achievement of his Performance Goals under this Agreement and his professional development, statutorily required training, and related activities upon written approval of the required number of Board Authorities as described below. Such expenses shall be categorized as those: (i) incurred while within Nueces County; (ii) incurred while outside of Nueces County; (iii) related to Administrator's professional development, statutorily required training, and related activities; and (iv) not covered by or in addition to categories (i)-(iii) herein.

(i) Reasonable reimbursable expenses incurred while within Nueces County shall include business meals, telephone calls, parking, dues for professional organizations, and any other reasonably incurred business-related expenses. The aggregate amount of the Administrator's professional organizations-related dues expenses shall not exceed four hundred fifty dollars (\$450.00) per Hospital District fiscal year and the Administrator is responsible for payment of any dues in excess of that amount;

(ii) Reasonable reimbursable expenses incurred while outside of Nueces County shall include automobile mileage, airfare, toll charges, overnight

accommodations, business meals, personal meals, taxicab and shuttle fares, limousine fares, bus fares, train fares, rental car, parking, office supplies, photocopying expense, overnight letters, telephone calls, facsimiles and any other reasonably incurred business-related expenses;

(iii) Reasonable reimbursable expenses for the Administrator's professional development, statutorily required training, and related activities shall include annual dues, registration and course fees, mileage, airfare, toll charges, overnight accommodations, personal meals, taxicab and shuttle fares, limousine fares, bus fares, train fares, rental car, parking and any other reasonably incurred development and training related expenses, including fees, course materials, books, publications, videos, software, and other similar and related materials. The aggregate amount of the Administrator's professional development shall not exceed five thousand dollars (\$5,000.00) per biennium and the Administrator is responsible for payment of any amounts in excess of that limit; and

(iv) Any other additional, reasonable and necessary expenses incurred in the performance of or in support of Administrator's duties and Performance Goals not otherwise identified in Paragraphs 4(e)(i) and (ii) above, or as otherwise approved by the Board Authorities as set forth herein.

For purposes of this Agreement, the term "Board Authorities" shall mean the Board's Chairman, Vice Chairman, Finance Committee Chairman, and Planning Committee Chairman. Prior to reimbursement of any of the Administrator's expenses incurred under Paragraphs 4(e)(i)-(iv) above, said expenses (including appropriate detailed receipts) shall be submitted for review by and written approval of any two (2) of the Board Authorities within fifteen (15) days of incurrence. The Board Authorities shall consider reasonableness and practicality when reviewing Administrator's expenses and approve or disapprove his submissions within five (5) working days. Following approval by the Board Authorities above, the Hospital District shall reimburse Administrator within five (5) working days.

Reimbursement of Administrator's expenses under Paragraphs 4(e)(ii) and (iii) above shall be limited as follows. The aggregate amount of the Administrator's personal meal expenses shall not exceed fifty-five dollars (\$55.00) per day (excluding tips, which should not exceed fifteen percent [15%] of the bill) and the Administrator is responsible for payment of any personal meal expenses in excess of that limit. To the extent possible, Administrator's airfare expenses should not exceed Coach fare. Administrator's automobile mileage reimbursement shall be based on actual mileage incurred and paid at the Internal Revenue Service standard mileage rate for business miles in effect at the time the mileage was incurred. The Hospital District shall not reimburse Administrator for any expenses not specifically described and permitted above, including alcoholic beverages and entertainment.

(f) **Provision of Indemnification and Cost of Defense.** To the extent allowed by law, and if the Administrator was acting within the course and scope of his employment with the Hospital District, excluding any criminal acts, the District agrees to hold harmless and indemnify Administrator from any and all demands, claims, suits, actions, legal

proceedings, and defense arising from the performance of his duties, both past and present, which are or expected to be brought against him, either in his individual capacity, or in his official capacity as agent and employee of the Board and/or Hospital District. However, in no case will any individual Board member or members be considered personally liable for indemnifying Administrator against such demands, claims, suits, actions, legal proceedings, and defense. This provision shall survive termination of this Agreement.

(g) **Payment of Performance Bond.** To assure compliance with the performance bond requirement of Texas Health and Safety Code, §281.026(d), the Hospital District agrees to arrange for and pay the cost of such bond.

5. **Term and Termination.** The Administrator's term of employment shall be for four (4) years beginning October 1, 2018 and ending September 30, 2022 (the "Term"). Except for good cause, or for other than good cause as described below, a majority vote of the entire Board may terminate this Agreement not more than ninety (90) days and not less than sixty (60) days prior to the end of the Term upon written notice of such to the Administrator.

For good cause, or for other than good cause, the Board may terminate this Agreement upon sixty (60) days written notice of such to the Administrator. For purposes of this Agreement, the phrase "for good cause" shall mean: (i) the Administrator willfully breaches or habitually neglects the duties he is required to perform under terms of this Agreement; (ii) the Administrator refuses to obey reasonable Board directives; (iii) the Administrator commits clearly dishonest acts toward the Hospital District; and (iv) the Administrator is formally charged for any crime involving moral turpitude. The phrase "for other than good cause" shall mean: (i) occurrence of circumstances that make it impossible or impracticable for the business of the District to be continued; (ii) the death of the Administrator; (iii) the loss by Administrator of his legal capacity; (iv) the continued incapacity on the part of the Administrator to perform his duties for a continuous period of ninety (90) days, unless waived by the Board; and (v) the Administrator becomes permanently disabled because of sickness, physical or mental disability, or any other reason, such that it reasonably appears that he will be unable to perform his duties under this Agreement.

The Administrator may terminate this Agreement for any reason upon sixty (60) days written notice of such to the Board's Chairman.

Upon termination of this Agreement by either the Board or the Administrator as described in this Paragraph 5, the Administrator shall be entitled to the Compensation, Goal Achievement Pay, Common Benefits, and Supplemental Benefits, as provided for in this Agreement, that were earned prior to the effective date of the termination, computed pro rata up to and including the effective date of termination.

6. **Subsequent Employment.** The Administrator's subsequent employment shall be governed as follows:

(a) **Consultant for Hospital District.** In the event this Agreement shall expire at the end of the Term or be terminated by the Administrator or the Board at any other time, the Administrator may be called upon from time to time as a consultant by the Board for a period of one hundred eighty (180) days from the date of expiration or termination of the Agreement.

(b) **Indigent Health Care Providers.** During the one hundred eighty (180)-day period following the expiration or termination of this Agreement, the Administrator shall not consult to or be employed by any entities located in Nueces County, Texas then under contract to the Hospital District to provide indigent health care. In the event the Board terminates this Agreement, or in the event any action is taken by the Board or any other body or entity to abolish, dissolve, or materially diminish the powers or duties of the Hospital District and the Administrator terminates this Agreement, there shall not be any form of subsequent employment constraint enforceable on the Administrator at any time.

(c) **Payment.** In consideration of the Hospital District's requirements in Paragraphs 6(a) and (b) above, the Board agrees the Administrator shall be paid for being a consultant to the Hospital District and his agreement not to consult to or be employed by any entities located in Nueces County, Texas then under contract to the Hospital District to provide indigent health care. As payment, the Board agrees the Administrator shall be paid at the end of the one hundred eighty (180)-day period a lump sum amount equal to the amount(s) associated with the Administrator's reasonable achievement of any previously unclaimed or unpaid Performance Goal(s) described in Paragraph 3(b) and set forth in Attachment "A," including any Performance Goal(s) achieved and documented following the expiration or termination of this Agreement. Such payment shall be made whether or not the Administrator is requested to consult with the Hospital District as described in Paragraph 6(a) above. Prior to disbursement of the payment, the Administrator shall present to the Board relevant documentation supporting his achievement of the specific Performance Goal(s) being relied upon for the payment and the Board agrees the District will provide the Administrator such documentation if needed.

7. **Severability.** If any provision contained in this Agreement is determined by a court of competent jurisdiction to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision which was determined to be void, illegal, or unenforceable had not been contained herein.

8. **Amendment, Modification, and Waiver.** This Agreement may not be changed orally but only by written agreement signed by both parties. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This instrument contains the entire agreement of the Parties concerning employment and supersedes all prior and contemporaneous representations, understandings and agreements, either oral or in writing between the parties hereto with respect

to the employment of the Administrator by the Board and all such prior or contemporaneous representations, understandings and arrangements, both oral and in written, are hereby terminated upon the beginning date of this Agreement.

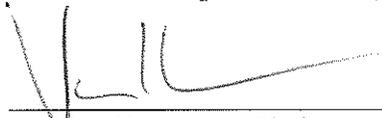
9. **Governing Law and Venue.** Unless specifically provided otherwise, the parties intend that the laws of the State of Texas should govern the validity of the Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. Venue for all matters arising from this Agreement or other related matters subject to the provisions herein relating to binding arbitration shall be in Nueces County, Texas.

10. **Attachments, Schedules, and Exhibits.** Attachments, schedules, and exhibits mean the attached documents setting out certain particulars of this Agreement and any replacement documents thereof. All attachments, schedules, and exhibits referred to in this Agreement are incorporated herein by reference and are hereby made part of this Agreement.

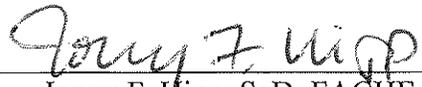
11. **Binding Arbitration.** In lieu of litigation, the parties agree that any dispute between them arising from this Agreement shall be submitted to binding arbitration. The parties shall share equally the fees and costs payable to the arbitrator. The award of the arbitrator may be entered in, and enforced through, any court of competent jurisdiction in Nueces County, Texas. Any action to enforce or vacate the obligation to arbitrate or to enforce or vacate an arbitrator's award shall be governed by state law. Unless agreed to in writing between the parties, there shall be no other court action.

IN WITNESS WHEREOF, the parties have hereunto undertaken this Agreement and executed it as of the 14th day of September 2018.

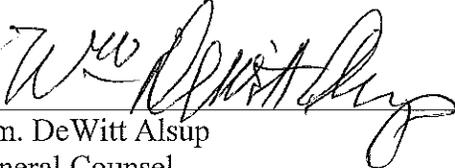
**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS**  
("Board" and "Hospital District")

By:   
\_\_\_\_\_  
Van Huseman, Chairman  
Board of Managers

**JONNY F. HIPPI**  
("Administrator")

By:   
\_\_\_\_\_  
Jonny F. Hipp, ScD, FACHE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wm. DeWitt Alsup  
General Counsel

**Attachment "A"**

| <b>PERFORMANCE GOALS</b> |   |  |
|--------------------------|---|--|
| <b>Goal</b>              | <b>Description</b>  | <b>Goal Achievement Pay as Percent of Salary</b> |
| <b>Fiscal Year 2018</b>  |   |  |
| 1                        | Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2018. | 5%   |
| 2                        | Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2018.  | 5%   |
| 3                        | Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2018.   | 7.5%   |
| 4                        | Negotiate revenue sharing percentage for Fiscal Year 2019.  | 7.5%   |
| <b>Fiscal Year 2019</b>  |   |  |
| 5                        | Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2019. | 5%   |
| 6                        | Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2019.  | 5%   |
| 7                        | Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2019.   | 7.5%   |
| 8                        | Negotiate revenue sharing percentage for Fiscal Year 2020.  | 7.5%   |
| 9                        | Pursue goals for 86 <sup>th</sup> Texas Legislative Session.  | 5%   |
| <b>Fiscal Year 2020</b>  |   |  |
| 10                       | Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2020. | 5%   |
| 11                       | Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2020.  | 5%   |
| 12                       | Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2020.   | 7.5%   |
| 13                       | Negotiate revenue sharing percentage for Fiscal Year 2021.  | 7.5%   |

| <b>PERFORMANCE GOALS</b>      |   |      |
|-------------------------------|---|------|
| <b>Fiscal Year 2021</b>       |   |      |
| 14                            | Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2021. | 5%   |
| 15                            | Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2021.  | 5%   |
| 16                            | Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2021.   | 7.5% |
| 17                            | Negotiate revenue sharing percentage for Fiscal Year 2022.  | 7.5% |
| 18                            | Pursue goals for 87 <sup>th</sup> Texas Legislative Session.  | 5%   |
| <b>Fiscal Year 2022</b>       |   |      |
| 19                            | Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2022. | 5%   |
| 20                            | Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2022.  | 5%   |
| 21                            | Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2022.   | 7.5% |
| 22                            | Negotiate revenue sharing percentage for Fiscal Year 2023.  | 7.5% |
| <b>During Any Fiscal Year</b> |   |      |
| 23                            | Secure appraisal of Memorial Medical Center property.   | 4%   |
| 24                            | Secure appraisal of non-Memorial Medical Center properties.   | 4%   |
| 25                            | Secure platting of Memorial Medical Center property.  | 4%   |
| 26                            | Accomplish sale of Memorial Medical Center property.  | 8%   |
| 27                            | Accomplish sale of non-Memorial Medical Center properties.  | 8%   |

# # #

Administrator Employment Agreement Oct 2018 - Sept 2022 (1.3).doc

NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATOR EMPLOYMENT AGREEMENT  
OCTOBER 1, 2018 – SEPTEMBER 30, 2022

# Exhibit # 2

**NUECES COUNTY HOSPITAL DISTRICT  
 ADMINISTRATOR'S EMPLOYMENT AGREEMENT ANALYSIS  
 FOR THE FISCAL YEAR ENDED 09/30/2019  
 DUE AFTER FEBRUARY 1, 2020**

| Goal  | Description  | % Salary | Amount             |
|-------|--|----------|--------------------|
| 5     | Fulfill Regional Healthcare Partnership 4 Anchor Entity responsibilities of Texas Healthcare Transformation and Quality Improvement Program (Medicaid 1115 Waiver) for fiscal year ending September 30, 2019 | 5.0%     | \$9,600.24         |
| 6     | Fulfill Nueces Service Delivery Area Liaison responsibilities of Uniform Hospital Rate Increase Program for fiscal year ending September 30, 2019  | 5.0%     | \$9,600.24         |
| 7     | Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2019   | 7.5%     | \$14,400.36        |
| 8     | Negotiate sufficient sharing percentage for Fiscal Year 2020   | 7.5%     | \$14,400.36        |
| 9     | Pursue Goals for 86th Texas Legislative Session  | 5.0%     | \$9,600.24         |
| 23    | Secure appraisal of Memorial Medical Center property   | 4.0%     | \$7,680.19         |
| 24    | Secure appraisal of non-Memorial Medical Center properties   | 4.0%     | \$7,680.19         |
| Total |  |          | <b>\$72,961.82</b> |

Jonny F. Hipp  
 Administrator, Jonny Hipp  
 01/11/20

Compiled By:

Donna Littlefield 06/14/20  
 Donna Littlefield

Reviewed by:

Belinda E. Chism 06/11/2020  
 Belinda Chism

# Exhibit # 3



June 12, 2020

John B. Martinez, J.D., Chairman  
Board of Managers  
Nueces County Hospital District  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835

Dear Mr. Martinez,

My office has been asked to confirm that for the period of October 1, 2018 to September 30, 2019, the Nueces County Hospital District has fulfilled its Regional Healthcare Partnership 4 Anchor Entity responsibilities under the Texas Healthcare Transformation and Quality Improvement Program and its Nueces Service Delivery Area Liaison responsibilities under the Uniform Hospital Rate Increase Program.

The Texas Health and Human Services Commission (HHSC) sponsored both the Medicaid supplemental payment and quality improvement programs during the stated period and continues to do so. Both programs are important to the citizens and providers in the served areas, and HHSC is appreciative of the efforts of the Nueces County Hospital District toward making them successful.

It is my pleasure to confirm to the Board of Managers that for the period of October 1, 2018 to September 30, 2019, the Nueces County Hospital District has fulfilled its Regional Healthcare Partnership 4 Anchor Entity responsibilities under the Texas Healthcare Transformation and Quality Improvement Program and its Nueces Service Delivery Area Liaison responsibilities under the Uniform Hospital Rate Increase Program.

Respectfully,  
stephanie  
stephens

Digitally signed by  
stephanie stephens  
Date: 2020.06.12  
08:25:24 -05'00'

Stephanie Stephens  
State Medicaid Director

# Exhibit # 4

### INDEPENDENT AUDITOR'S REPORT

February 18, 2020

The Board of Managers of the  
Nueces County Hospital District  
Corpus Christi, Texas

#### **Report on the Financial Statements**

We have audited the financial statements of the governmental activities and each major fund of the Nueces County Hospital District, a component unit of Nueces County, Texas, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Nueces County Hospital District as of September 30, 2019, and the respective changes in financial position and budgetary comparisons for the general fund, indigent care fund and tobacco settlement fund thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 16 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Governmental Auditing Standards*, we have also issued our report dated February 18, 2020 on our consideration of the Nueces County Hospital District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Nueces County Hospital District's internal control over financial reporting and compliance.

*Collier, Johnson & Woods*

INDEPENDENT AUDITOR'S REPORT ON INTERNAL  
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

February 18, 2020

The Board of Managers  
Nueces County Hospital District  
Corpus Christi, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the governmental activities and each major fund of the Nueces County Hospital District, a component unit of Nueces County, Texas, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents and have issued our report thereon dated February 18, 2020.

### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the Nueces County Hospital District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Nueces County Hospital District's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Collier, Johnson & Woods*

# Exhibit # 5

INDEPENDENT AUDITOR'S REPORT ON INTERNAL  
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

February 18, 2020

The Board of Managers  
Nueces County Hospital District  
Corpus Christi, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the governmental activities and each major fund of the Nueces County Hospital District, a component unit of Nueces County, Texas, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents and have issued our report thereon dated February 18, 2020.

### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the Nueces County Hospital District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Nueces County Hospital District's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Collier, Johnson & Woods*

# Exhibit # 6



RECEIVED

AUG 22 2019

NCHD-ADMINISTRATION

August 22, 2019

Jonny Hipp  
Chief Executive Officer  
Nueces County Hospital District  
555 North Carancahua Street, Suite 950  
Corpus Christi, Texas 78401-0835

**Re: 2020 Revenue Allocation Percentage**

Dear Jonny:

Subsequent to the discussions between CHRISTUS Spohn Health System Corporation (“Spohn”), CHRISTUS Health (“CHRISTUS”), and the Nueces County Hospital District (“District”) required under Section 5.03 of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement (the “Membership Agreement”), I am writing to memorialize the Specified Annual Percentage for the Ensuing Year (October 1, 2019 – September 30, 2020). While Section 5.03 of the Membership Agreement requires that the parties agree to the Specified Annual Percentage by July 1, the parties mutually agreed to extend this deadline.

In preparation for establishing the Specified Annual Percentage for the Ensuing Year, CHRISTUS and Spohn prepared a hospital budget and projected Spohn’s Net Patient Revenue (as defined in Section 5.01 of the Membership Agreement). Preparing these figures assisted Spohn and CHRISTUS in projecting Spohn’s operational needs during the Ensuing Year and the Net Patient Revenue that would be available to share with the District. On July 9 and August 21, Spohn and the District met to discuss Spohn’s proposed budget and projected Net Patient Revenue for the Ensuing Year. The parties also discussed the many factors that are considered each year when negotiating the Specified Annual Percentage, including (but not limited to) Spohn’s role in operating residency and trauma programs in the community, and the District’s role in acting as the Region 4 Anchor and enrolling indigent patients into the Indigent Program. Finally, the parties discussed the specific circumstances expected to affect the parties’ respective operations in the Ensuing Year, including (but not limited to) the District’s efforts to maintain its tax collections, the ongoing Texas 1115 Demonstration Waiver, Spohn Shoreline’s new facilities and expanded operations, and increased investment in behavioral health projects and services.

Based on these discussions, the parties agreed that the Specified Annual Percentage for the Ensuing Year will be seventy-four percent (74%) and that the remaining twenty-six percent (26%) will be transferred to the District in accordance with the provisions of Section 5.02 of the Membership Agreement and in recognition of its membership in Spohn and role in Spohn’s continued delivery of high-quality, integrated, and accessible services to patients in Nueces County.

Very truly yours,

Osbert Blow, MD, PhD, FACS  
President & Chief Medical Officer  
CHRISTUS Spohn Health System Corporation

# Exhibit # 7

1 AN ACT

2 relating to the creation and operations of a health care provider  
3 participation program by the Nueces County Hospital District.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Subtitle D, Title 4, Health and Safety Code, is  
6 amended by adding Chapter 298C to read as follows:

7 CHAPTER 298C. NUECES COUNTY HOSPITAL DISTRICT HEALTH CARE PROVIDER  
8 PARTICIPATION PROGRAM

9 SUBCHAPTER A. GENERAL PROVISIONS

10 Sec. 298C.001. DEFINITIONS. In this chapter:

11 (1) "Board" means the board of hospital managers of  
12 the district.

13 (2) "District" means the Nueces County Hospital  
14 District.

15 (3) "Institutional health care provider" means a  
16 hospital that is not owned and operated by a federal or state  
17 government and provides inpatient hospital services.

18 (4) "Paying provider" means an institutional health  
19 care provider required to make a mandatory payment under this  
20 chapter.

21 (5) "Program" means the health care provider  
22 participation program authorized by this chapter.

23 Sec. 298C.002. APPLICABILITY. This chapter applies only to  
24 the Nueces County Hospital District.

1       Sec. 298C.003. HEALTH CARE PROVIDER PARTICIPATION PROGRAM;  
2 PARTICIPATION IN PROGRAM. The board may authorize the district to  
3 participate in a health care provider participation program on the  
4 affirmative vote of a majority of the board, subject to the  
5 provisions of this chapter.

6       Sec. 298C.004. EXPIRATION. (a) Subject to Section  
7 298C.153(d), the authority of the district to administer and  
8 operate a program under this chapter expires December 31, 2021.

9       (b) This chapter expires December 31, 2021.

10               SUBCHAPTER B. POWERS AND DUTIES OF BOARD

11       Sec. 298C.051. LIMITATION ON AUTHORITY TO REQUIRE MANDATORY  
12 PAYMENT. The board may require a mandatory payment authorized  
13 under this chapter by an institutional health care provider located  
14 in the district only in the manner provided by this chapter.

15       Sec. 298C.052. RULES AND PROCEDURES. The board may adopt  
16 rules relating to the administration of the program, including  
17 collection of the mandatory payments, expenditures, audits, and any  
18 other administrative aspects of the program.

19       Sec. 298C.053. INSTITUTIONAL HEALTH CARE PROVIDER  
20 REPORTING. If the board authorizes the district to participate in a  
21 program under this chapter, the board shall require each  
22 institutional health care provider located in the district to  
23 submit to the district a copy of any financial and utilization data  
24 required by and reported to the Department of State Health Services  
25 under Sections 311.032 and 311.033 and any rules adopted by the  
26 executive commissioner of the Health and Human Services Commission  
27 to implement those sections.

1                   SUBCHAPTER C. GENERAL FINANCIAL PROVISIONS

2                   Sec. 298C.101. HEARING. (a) In each fiscal year that the  
3 board authorizes a program under this chapter, the board shall hold  
4 a public hearing on the amounts of any mandatory payments that the  
5 board intends to require during the year and how the revenue derived  
6 from those payments is to be spent.

7                   (b) Not later than the fifth day before the date of the  
8 hearing required under Subsection (a), the board shall publish  
9 notice of the hearing in a newspaper of general circulation in the  
10 district and provide written notice of the hearing to each  
11 institutional health care provider located in the district.

12                   Sec. 298C.102. DEPOSITORY. (a) If the board requires a  
13 mandatory payment authorized under this chapter, the board shall  
14 designate one or more banks as a depository for the district's local  
15 provider participation fund.

16                   (b) All funds collected under this chapter shall be secured  
17 in the manner provided for securing other district funds.

18                   Sec. 298C.103. LOCAL PROVIDER PARTICIPATION FUND;  
19 AUTHORIZED USES OF MONEY. (a) If the district requires a  
20 mandatory payment authorized under this chapter, the district shall  
21 create a local provider participation fund.

22                   (b) The local provider participation fund consists of:

23                   (1) all revenue received by the district attributable  
24 to mandatory payments authorized under this chapter;

25                   (2) money received from the Health and Human Services  
26 Commission as a refund of an intergovernmental transfer under the  
27 program, provided that the intergovernmental transfer does not

1 receive a federal matching payment; and

2 (3) the earnings of the fund.

3 (c) Money deposited to the local provider participation  
4 fund of the district may be used only to:

5 (1) fund intergovernmental transfers from the  
6 district to the state to provide the nonfederal share of Medicaid  
7 payments for:

8 (A) uncompensated care payments to hospitals in  
9 the Medicaid managed care service area in which the district is  
10 located, if those payments are authorized under the Texas  
11 Healthcare Transformation and Quality Improvement Program waiver  
12 issued under Section 1115 of the federal Social Security Act (42  
13 U.S.C. Section 1315);

14 (B) delivery system reform incentive payments,  
15 if those payments are authorized under the Texas Healthcare  
16 Transformation and Quality Improvement Program waiver issued under  
17 Section 1115 of the federal Social Security Act (42 U.S.C. Section  
18 1315);

19 (C) uniform rate enhancements for hospitals in  
20 the Medicaid managed care service area in which the district is  
21 located;

22 (D) payments available under another waiver  
23 program authorizing payments that are substantially similar to  
24 Medicaid payments to hospitals described by Paragraph (A), (B), or  
25 (C); or

26 (E) any reimbursement to hospitals for which  
27 federal matching funds are available;

1           (2) subject to Section 298C.151(d), pay the  
2 administrative expenses of the district in administering the  
3 program, including collateralization of deposits;

4           (3) refund a mandatory payment collected in error from  
5 a paying provider;

6           (4) refund to paying providers a proportionate share  
7 of the money that the district:

8           (A) receives from the Health and Human Services  
9 Commission that is not used to fund the nonfederal share of Medicaid  
10 supplemental payment program payments or uniform rate enhancements  
11 described by Subdivision (1)(C); or

12           (B) determines cannot be used to fund the  
13 nonfederal share of Medicaid supplemental payment program payments  
14 or uniform rate enhancements described by Subdivision (1)(C);

15           (5) transfer funds to the Health and Human Services  
16 Commission if the district is legally required to transfer the  
17 funds to address a disallowance of federal matching funds with  
18 respect to programs for which the district made intergovernmental  
19 transfers described by Subdivision (1); and

20           (6) reimburse the district if the district is required  
21 by the rules governing the uniform rate enhancement program  
22 described by Subdivision (1)(C) to incur an expense or forego  
23 Medicaid reimbursements from the state because the balance of the  
24 local provider participation fund is not sufficient to fund that  
25 rate enhancement program.

26           (d) Money in the local provider participation fund may not  
27 be commingled with other district funds.

1       (e) Notwithstanding any other provision of this chapter,  
2 with respect to an intergovernmental transfer of funds described by  
3 Subsection (c)(1) made by the district, any funds received by the  
4 state, district, or other entity as a result of that transfer may  
5 not be used by the state, district, or any other entity to expand  
6 Medicaid eligibility under the Patient Protection and Affordable  
7 Care Act (Pub. L. No. 111-148) as amended by the Health Care and  
8 Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

9                   SUBCHAPTER D. MANDATORY PAYMENTS

10       Sec. 298C.151. MANDATORY PAYMENTS BASED ON PAYING PROVIDER  
11 NET PATIENT REVENUE. (a) Except as provided by Subsection (e), if  
12 the board authorizes a health care provider participation program  
13 under this chapter, the board may require a mandatory payment to be  
14 assessed, either annually or periodically throughout the fiscal  
15 year at the discretion of the board, on the net patient revenue of  
16 each institutional health care provider located in the district.  
17 The board shall provide an institutional health care provider  
18 written notice of each assessment under this subsection, and the  
19 provider has 30 calendar days following the date of receipt of the  
20 notice to pay the assessment. In the first fiscal year in which the  
21 mandatory payment is required, the mandatory payment is assessed on  
22 the net patient revenue of an institutional health care provider as  
23 determined by the data reported to the Department of State Health  
24 Services under Sections [311.032](#) and [311.033](#) in the most recent  
25 fiscal year for which that data was reported. If the institutional  
26 health care provider did not report any data under those sections,  
27 the provider's net patient revenue is the amount of that revenue as

1 contained in the provider's Medicare cost report submitted for the  
2 previous fiscal year or for the closest subsequent fiscal year for  
3 which the provider submitted the Medicare cost report. If the  
4 mandatory payment is required, the district shall update the amount  
5 of the mandatory payment on an annual basis.

6 (b) The amount of a mandatory payment assessed under this  
7 chapter by the board must be uniformly proportionate with the  
8 amount of net patient revenue generated by each paying provider in  
9 the district as permitted under federal law. A health care provider  
10 participation program authorized under this chapter may not hold  
11 harmless any institutional health care provider, as required under  
12 42 U.S.C. Section 1396b(w).

13 (c) If the board requires a mandatory payment authorized  
14 under this chapter, the board shall set the amount of the mandatory  
15 payment, subject to the limitations of this chapter. The aggregate  
16 amount of the mandatory payments required of all paying providers  
17 in the district may not exceed six percent of the aggregate net  
18 patient revenue from hospital services provided by all paying  
19 providers in the district.

20 (d) Subject to Subsection (c), if the board requires a  
21 mandatory payment authorized under this chapter, the board shall  
22 set the mandatory payments in amounts that in the aggregate will  
23 generate sufficient revenue to cover the administrative expenses of  
24 the district for activities under this chapter and to fund an  
25 intergovernmental transfer described by Section 298C.103(c)(1).  
26 The annual amount of revenue from mandatory payments that shall be  
27 paid for administrative expenses by the district is \$150,000, plus

1 the cost of collateralization of deposits, regardless of actual  
2 expenses.

3 (e) A paying provider may not add a mandatory payment  
4 required under this section as a surcharge to a patient.

5 (f) A mandatory payment assessed under this chapter is not a  
6 tax for hospital purposes for purposes of Section 4, Article IX,  
7 Texas Constitution, or Section 281.045 of this code.

8 Sec. 298C.152. ASSESSMENT AND COLLECTION OF MANDATORY  
9 PAYMENTS. (a) The district may designate an official of the  
10 district or contract with another person to assess and collect the  
11 mandatory payments authorized under this chapter.

12 (b) The person charged by the district with the assessment  
13 and collection of mandatory payments shall charge and deduct from  
14 the mandatory payments collected for the district a collection fee  
15 in an amount not to exceed the person's usual and customary charges  
16 for like services.

17 (c) If the person charged with the assessment and collection  
18 of mandatory payments is an official of the district, any revenue  
19 from a collection fee charged under Subsection (b) shall be  
20 deposited in the district general fund and, if appropriate, shall  
21 be reported as fees of the district.

22 Sec. 298C.153. PURPOSE; CORRECTION OF INVALID PROVISION OR  
23 PROCEDURE; LIMITATION OF AUTHORITY. (a) The purpose of this  
24 chapter is to authorize the district to establish a program to  
25 enable the district to collect mandatory payments from  
26 institutional health care providers to fund the nonfederal share of  
27 a Medicaid supplemental payment program or the Medicaid managed

1 care rate enhancements for hospitals to support the provision of  
2 health care by institutional health care providers located in the  
3 district.

4 (b) This chapter does not authorize the district to collect  
5 mandatory payments for the purpose of raising general revenue or  
6 any amount in excess of the amount reasonably necessary to fund the  
7 nonfederal share of a Medicaid supplemental payment program or  
8 Medicaid managed care rate enhancements for hospitals and to cover  
9 the administrative expenses of the district associated with  
10 activities under this chapter.

11 (c) To the extent any provision or procedure under this  
12 chapter causes a mandatory payment authorized under this chapter to  
13 be ineligible for federal matching funds, the board may provide by  
14 rule for an alternative provision or procedure that conforms to the  
15 requirements of the federal Centers for Medicare and Medicaid  
16 Services. A rule adopted under this section may not create, impose,  
17 or materially expand the legal or financial liability or  
18 responsibility of the district or an institutional health care  
19 provider in the district beyond the provisions of this chapter.  
20 This section does not require the board to adopt a rule.

21 (d) The district may only assess and collect a mandatory  
22 payment authorized under this chapter if a waiver program, uniform  
23 rate enhancement, or reimbursement described by Section  
24 298C.103(c)(1) is available to at least one institutional health  
25 care provider located in the district.

26 SECTION 2. As soon as practicable after the expiration of  
27 the authority of the Nueces County Hospital District to administer

1 and operate a health care provider participation program under  
2 Chapter 298C, Health and Safety Code, as added by this Act, the  
3 board of hospital managers of the Nueces County Hospital District  
4 shall transfer to each institutional health care provider in the  
5 district that provider's proportionate share of any remaining funds  
6 in any local provider participation fund created by the district  
7 under Section 298C.103, Health and Safety Code, as added by this  
8 Act.

9         SECTION 3. If before implementing any provision of this Act  
10 a state agency determines that a waiver or authorization from a  
11 federal agency is necessary for implementation of that provision,  
12 the agency affected by the provision shall request the waiver or  
13 authorization and may delay implementing that provision until the  
14 waiver or authorization is granted.

15         SECTION 4. This Act takes effect immediately if it receives  
16 a vote of two-thirds of all the members elected to each house, as  
17 provided by Section 39, Article III, Texas Constitution. If this  
18 Act does not receive the vote necessary for immediate effect, this  
19 Act takes effect September 1, 2019.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I hereby certify that S.B. No. 2315 passed the Senate on April 17, 2019, by the following vote: Yeas 31, Nays 0; and that the Senate concurred in House amendment on May 23, 2019, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 2315 passed the House, with amendment, on May 17, 2019, by the following vote: Yeas 127, Nays 20, two present not voting.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

SB 253

FOR:

Reed, Evan Daine Assistant City Attorney (City of El Paso), El Paso, TX

Registering, but not testifying:

FOR:

Bakko, Sally Legislative Coordinator (City of Galveston), Galveston, TX

Cuellar, Guadalupe Legislative Attorney (City of El Paso), El Paso, TX

Franco, Brie Intergovernmental Relations Officer (City of Austin), Austin, TX

Patterson, T.J. (City of Fort Worth), Ft. Worth, TX

Rocha, JJ Legislative Liaison (Texas Municipal League), Austin, TX

Smith, Jamaal Dep Director Government Relations (City of Houston, Office of Mayor),  
Houston, TX

Wright, Christine Legislative Mgr. (City of San Antonio), San Antonio, TX

SB 335

Registering, but not testifying:

FOR:

Duncan, Charlie (Texas Housers), TX

Franco, Brie Intergovernmental Relations Officer (City of Austin), Austin, TX

Gerami, Wayne VP of Client Services (Austin Habitat for Humanity), Austin, TX

Hale, J.D. (Texas Assn. of Builders), Austin, TX

Rogers, Mark Executive Director (Guadalupe Neighborhood Development Corporation),  
Austin, TX

Smith, Jamaal R. Dep Director Gov Relations (City of Houston, Office of the Mayor),  
Houston, TX

Tatum, Alexis Legislative Associate (Travis County Commissioners Court), Austin, TX

Thetford, Timothy Policy Manager (Tx Assoc. of Community Development Corporations),  
Austin, TX

Wright, Christine Legislative Mgr. (City of San Antonio), San Antonio, TX

ON:

Way, Heather (Self), Austin, TX

SB 493

Registering, but not testifying:

FOR:

Franco, Brie Intergovernmental Affairs Officer (City of Austin), Austin, TX

Guerrero, Debra President (TAAHP), San Antonio, TX

Hale, J.D. (Texas Assn. of Builders), Austin, TX

Harris, Ashley R. Director of Policy (United Ways of Texas), Austin, TX

Kroll, John (Bonner Carrington), Austin, TX

McCasland, Tom Director, Housing & Community Development (City of Houston),  
Houston, TX

Rocha, JJ Legislative Liaison (Texas Municipal League), Austin, TX

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

Shannon, Melissa Governmental Affairs Director (Bexar County Commissioners Court),  
San Antonio, TX  
Sisak, Janine 1st V.P (TAAHP), Austin, TX  
Smith, Jamaal R. Deputy Director Government Relations (City of Houston, Office of the  
Mayor), Houston, TX  
Tatum, Alexis Travis County Legislative Associate (Travis County Commissioners Court),  
Austin, TX

ON:

Holloway, Marni Director of Multifamily Finance (Texas Department of Housing and  
Community Affairs), Austin, TX

SB 542

Registering, but not testifying:

FOR:

Franco, Brie (City of Austin), Austin, TX  
Hale, J.D. (Texas Assn. of Builders), Austin, TX  
Harris, Ashley R. Director of Policy (United Ways of Texas), Austin, TX  
Kroll, John (Bonner Carrington), Austin, TX  
Moreau, Walter Executive Director (Foundation Communities), Austin, TX  
Shannon, Melissa Governmental Affairs Director (Bexar Co. Commissioners Court), San  
Antonio, TX  
Sisak, Janine (TAAHP), Austin, TX  
Tatum, Alexis Legislative Associate (Travis County Commissioners Court), Austin, TX  
Thetford, Timothy Policy Manager (Tx Assoc. of Community Development Corps), Austin,  
TX  
Wright, Christine Legislative Mgr. (City of San Antonio), San Antonio, TX

ON:

Holloway, Marni Director of Multifamily Finance (Texas Department of Housing and  
Community Affairs), Austin, TX

SB 544

Registering, but not testifying:

FOR:

Garrett, Kendra (Texas Affiliation of Affordable Housing Providers), TX  
Harris, Ashley R. Director of Policy (United Ways of Texas), Austin, TX  
Kroll, John Economist (Bonner Carrington), Austin, TX  
Miller, Jeff Policy Specialist (Disability Rights Texas), Austin, TX  
Moreau, Walter Executive Director (Foundation Communities), Austin, TX  
Shannon, Melissa Governmental Affairs Director (Bexar Co. Commissioners Court), San  
Antonio, TX  
Thetford, Timothy Policy Manager (Tx Association of Community Development Corps),  
Austin, TX

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

ON:

Boston, Brooke Director of Programs (Texas Department of Housing and Community Affairs), Austin, TX

SB 746

FOR:

Quintero, James Analyst (also providing written testimony) (Texas Public Policy Foundation), Austin, TX

Registering, but not testifying:

FOR:

Borgelt, Roger (Self), Austin, TX

Cahn, Adam (Cahnman's Musings), Austin, TX

Fuchs, Jeremy Director of Public Affairs (Texas & Southwestern Cattle Raisers Association), Austin, TX

King, Laura Special Projects Coordinator (Republican Party of Texas), Round Rock, TX

AGAINST:

Franco, Brie Intergovernmental Affairs Officer (City of Austin), Austin, TX

Kennard, Karen (City of Port Arthur), TX

SB 1000

FOR:

Graham, Alan CEO (Mobile Loaves & Fishes), Austin, TX

AGAINST:

Saenz, Jonathan Attorney & President (Texas Values), Austin, TX

Registering, but not testifying:

FOR:

Duncan, Charlie (Texas Housers), TX

Houston, Joshua General Counsel (Texas Impact), Austin, TX

Norman, Scott Executive Director (Texas Assoc. of Builders), Austin, TX

AGAINST:

Sparks, Clifford Legislative Director (City of Dallas), Dallas, TX

SB 1115

FOR:

Allison, Jim General Counsel (County Judges & Commissioners Assn. of Tx), Austin, TX

Duncan, Charlie Advocacy Director (also providing written testimony) (Texas Housers), Austin, TX

Norman, Scott Executive Director (Texas Association of Builders), Austin, TX

ON:

Danenfelzer, David Senior Director (Tx State Affordable Housing Corp), TX

Registering, but not testifying:

FOR:

Bresnen, Steve Attorney (El Paso County), Austin, TX

Flores, Aurora (Texas Association of Counties), Austin, TX

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

Franco, Brie Intergovernmental Relations Officer (City of Austin), Austin, TX  
Haynes, Adam Policy Director (Conference of Urban Counties), Austin, TX  
Reed, Ender Legislative Coordinator (Harris County Commissioners Court), Houston, TX  
Shannon, Melissa Governmental Affairs Director (Bexar County Commissioners Court),  
San Antonio, TX  
Tatum, Alexis Legislative Associate (Travis County Commissioners Court), Austin, TX

SB 1117

FOR:

Duncan, Charlie Advocacy Director (also providing written testimony) (Texas Housers),  
TX  
Norman, Scott Executive Director (Texas Association of Builders), Austin, TX

ON:

Danenfelzer, David Senior Director (Tx State Affordable Housing Corp), TX  
Way, Heather (Self), Austin, TX

Registering, but not testifying:

FOR:

Franco, Brie Intergovernmental Relations Officer (City of Austin), Austin, TX  
Haynes, Adam Policy Director (Conference of Urban Counties), Austin, TX  
Patterson, T.J. (City of Fort Worth), Ft. Worth, TX  
Rocha, JJ Legislative Liaison (Texas Municipal League), Austin, TX  
Russell, Claudia (City of San Marcos), Austin, TX

SB 1129

FOR:

Duncan, Charlie (Texas Housers), TX  
Noguera, David Housing Director (City of Dallas), Dallas, TX

Registering, but not testifying:

FOR:

Patterson, T.J. (City of Fort Worth), Fort Worth, TX

SB 1132

FOR:

Reed, Charles Assistant County Administrator (Dallas County Commissioners Court),  
Dallas, TX

Registering, but not testifying:

FOR:

Haynes, Adam Policy Director (Conference of Urban Counties), Austin, TX  
Rocha, JJ Legislative Liaison (Texas Municipal League), Austin, TX

SB 1196

FOR:

Reid, Omar C. SVP Human Resources (also providing written testimony) (Harris Health  
System), Houston, TX

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

Registering, but not testifying:

FOR:

Dahill, John Executive Director (Texas Conference of Urban Counties), Austin, TX  
Hamill, Joe Political & Legislative Director (American Federation of State County & Municipal Employees Local 1550), Austin, TX  
Haynes, Adam Policy Director (Conference of Urban Counties), Austin, TX  
Lopez, Cesar J. Associate General Counsel (Texas Hospital Association), Austin, TX  
Milligan, Maureen Pres & CEO (Teaching Hosp of Texas), Austin, TX  
Reed, Ender Legislative Coordinator (Harris County Commissioners Court), Houston, TX

SB 1474

FOR:

McIver, Diana Chair, Legislative Committee (TALHFA), West Lake Hills, TX

ON:

Latsha, Rob Executive Director (Bond Review Board), Austin, TX  
Martin, Ken Assistant Commissioner (Texas Higher Coordinating Board), Austin, TX

Registering, but not testifying:

FOR:

Guerrero, Debra Ann President (TAAHP), TX  
Litle, Ben CEO (Brazos Higher Ed), Waco, TX  
Rocha, JJ Legislative Liaison (Texas Municipal League), Austin, TX  
Smith, Jamaal Deputy Director of Gov Relations (Office of Mayor, City of Houston), Houston, TX  
Tatum, Alexis Legislative Associate (Travis County Commissioners Court), Austin, TX  
Turman, Ricky CFO | COO (Brazos Higher Education Authority), Waco, TX  
Wambsgans, Phillip Executive Director (North Texas Higher Education Authority), Arlington, TX  
Wright, Christine Legislative Mgr. (City of San Antonio), San Antonio, TX

ON:

Parsons, Braxton Financial Analyst (Texas Bond Review Board), Austin, TX

SB 1861

Registering, but not testifying:

FOR:

Plummer, Jim (San Antonio Housing Trust Public Facility Corporation), San Antonio, TX

SB 1918

FOR:

Baldwin, Bill Broker/Owner (Boulevard Realty), Houston, TX  
Castillo, Mario Board Member (Houston Land Bank), Houston, TX  
Gatling Haynes, Anne CEO/President (Houston Land Bank), Houston, TX  
Hall, Nick Chair of the Board (Houston Land Bank), Houston, TX  
Richards, Assata President of Board (Houston Community Land Trust), Houston, TX

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

AGAINST:

Duncan, Charlie (Texas Housers), TX

Registering, but not testifying:

FOR:

Dike, Samuel Vice President (Houston Land Bank), Houston, TX

Norman, Scott Executive Director (Texas Association of Builders), Austin, TX

Reed, Ender Legislative Coordinator (Harris County Flood Control District), Houston, TX

Reed, Ender Legislative Coordinator (Harris County Commissioners Court), Houston, TX

Smith, Jamaal R. Deputy Director Gov. Relations (City of Houston, Office of the Mayor), Houston, TX

SB 1950

Registering, but not testifying:

FOR:

Farris, Jan Board Member (Donley County Hospital District), Clarendon, TX

McAnear, Melinda President of the Board (Donley County Hospital District), TX

SB 2022

Registering, but not testifying:

FOR:

Ambrose, Ryan Director (Memorial Hermann Health System), Houston, TX

Dahill, John Executive Director (Texas Conference of Urban Counties), Austin, TX

Haley, Anthony (Texas Essential Healthcare Partnerships), Austin, TX

Haley, Anthony (Houston Methodist Hospital), Houston, TX

Haley, Anthony (Adelanto Healthcare Ventures), Austin, TX

Haynes, Adam Policy Director (Conference of Urban Counties), Austin, TX

Hoppe, Christina Director of Public Policy (Children's Hospital Association of Texas), Austin, TX

Kerker, Juliana Director - Government Relations (HCA Healthcare), Austin, TX

Lopez, Cesar J. Associate General Counsel (Texas Hospital Association), Austin, TX

Milligan, Maureen President CEO (Teaching Hosp of Texas), Austin, TX

Reed, Ender Legislative Coordinator (Harris County Commissioners Court), Houston, TX

SB 2194

FOR:

De La Rosa, Manny City Manager (City of San Benito, Texas), San Benito, TX

Joslove, Scott President & CEO (Texas Hotel Assn.), Austin, TX

SB 2212

ON:

Dies, Martin W Attorney for OCDD (Orange County Drainage District ("OCDD")), Austin, TX

Williams, Tony Director of Planning (Texas General Land Office), Austin, TX

WITNESS LIST

Intergovernmental Relations

April 8, 2019 9:30 AM

SB 2315

FOR:

Canales, Barbara County Judge (Nueces County), Corpus Christi, TX  
Hipp, Jonny Administrator (Nueces County Hospital District), Corpus Christi, TX

Registering, but not testifying:

FOR:

Berlawga, Hugo (Nueces County), Austin, TX  
Haynes, Adam Policy Director (Conference of Urban Counties), Austin, TX  
Hoppe, Christina Director of Public Policy (Children's Hospital Association of Texas), Austin, TX  
Kerker, Juliana Director - Government Relations (HCA Healthcare), Austin, TX  
Laroche, Sebastien Research and policy analyst (Methodist Healthcare Ministries of South Texas, Inc.), San Antonio, TX  
Lopez, Cesar J. Associate General Counsel (Texas Hospital Association), Austin, TX  
Milligan, Maureen President & CEO (Teaching Hosp of Texas), Austin, TX  
Townsend, Linda System Director of Advocacy & Public Policy (CHRISTUS Health), Austin, TX

ON:

Greenberg, Charlie Director Hospital Finance & Waiver Program (Health & Human Services Commission), Austin, TX

SB 2448

FOR:

Beck, Steve Senior Vice President of Administration (Covenant Health), Lubbock, TX

Registering, but not testifying:

FOR:

Gilbert, Matt (Self), Austin, TX  
Hoppe, Christina Director of Public Policy (Children's Hospital Association of Texas), Austin, TX  
Lopez, Cesar J. Associate General Counsel (Texas Hospital Association), Austin, TX  
Milligan, Maureen President CEO (Teaching Hosp of Texas), Austin, TX

ON:

Dane, Jeffrey CFO (Lubbock County Hospital District), Lubbock, TX

SB 2506

FOR:

Lary, Trey Attorney, ABHR LLP (New Quest Properties), Austin, TX

Registering, but not testifying:

FOR:

Norman, Scott Executive Director (Texas Assoc. of Builders), Austin, TX

WITNESS LIST

County Affairs Committee  
May 2, 2019 - 9:00 AM  
SB 1480

For:

Gonzalez, Joe A. (Nueces County)  
Little, Tyner (Nueces County)

Registering, but not testifying:

For:

Berlanga, Hugo (Nueces County)  
Luna, Vilma (Driscoll Children's Hospital)  
Romo, Joel (Nueces County)

Against:

Alsup, Dewitt (Nueces County Hospital District)

SB 2315

Registering, but not testifying:

For:

Alsup, Dewitt (Nueces County Hospital District)  
Berlanga, Hugo (Nueces County)  
Gonzalez, Joe A. (Nueces County)  
Hawkins, John (Texas Hospital Association)  
Little, Tyner (Nueces County)  
Romo, Joel (Nueces County)  
Townsend, Linda (CHRISTUS Health)  
Villareal, Gabriela (Texas Conference of Urban Counties)  
Wilson, Stacy (Children's Hospital Association of Texas)  
Yanas, Christine (Methodist Healthcare Ministries of South Texas , Inc.)

On:

Greenberg, Charlie (Texas Health and Human Services Commission)

## Texas Legislature Online Actions

**Bill:** SB 2315**Legislative Session:** 86(R)**Author:** Hinojosa**Actions:** (descending date order)

Viewing Votes: Most Recent House Vote | Most Recent Senate Vote

|   | Description   | Comment | Date ▼     | Time     | Journal Page |
|---|---|---------|------------|----------|--------------|
| E | Effective immediately                                 |         | 06/10/2019 |          |              |
| E | Signed by the Governor                                |         | 06/10/2019 |          | 3977         |
| E | Sent to the Governor                                  |         | 05/25/2019 |          | 3877         |
| H | Signed in the House                                   |         | 05/25/2019 |          | 6142         |
| S | Signed in the Senate                                  |         | 05/25/2019 |          | 3489         |
| S | Reported enrolled                                     |         | 05/23/2019 |          | 3484         |
| H | Senate concurs in House amendment(s)-reported         |         | 05/23/2019 |          | 5133         |
| S | Record vote   |         | 05/23/2019 |          | 2696         |
| S | Senate concurs in House amendment(s)                  |         | 05/23/2019 |          | 2696         |
| S | Read  |         | 05/23/2019 |          | 2696         |
| S | House amendment(s) laid before the Senate             |         | 05/23/2019 |          | 2691         |
| S | House passage as amended reported                     |         | 05/19/2019 |          | 2042         |
| H | Nonrecord vote recorded in Journal                    |         | 05/17/2019 |          | 3942         |
| H | Record vote   | RV#1449 | 05/17/2019 |          | 3942         |
| H | Passed  |         | 05/17/2019 |          | 3942         |
| H | Read 3rd time   |         | 05/17/2019 |          | 3942         |
| H | Nonrecord vote recorded in Journal                    |         | 05/17/2019 |          | 3936         |
| H | Passed to 3rd reading                                 |         | 05/17/2019 |          | 3936         |
| H | Read 2nd time   |         | 05/17/2019 |          | 3936         |
| H | Placed on Local, Consent, and Res. Calendar           |         | 05/17/2019 |          |              |
| H | Considered in Local & Consent Calendars               |         | 05/14/2019 |          |              |
| H | Comm. report sent to Local & Consent Calendar         |         | 05/10/2019 |          |              |
| H | Committee report distributed                          |         | 05/09/2019 | 07:14 PM |              |
| H | Comte report filed with Committee Coordinator         |         | 05/09/2019 |          | 3635         |
| H | Reported favorably as substituted                     |         | 05/08/2019 |          |              |
| H | Recommended to be sent to Local & Consent             |         | 05/08/2019 |          |              |
| H | Committee substitute considered in committee          |         | 05/08/2019 |          |              |
| H | Considered in public hearing                          |         | 05/08/2019 |          |              |
| H | Left pending in committee                             |         | 05/02/2019 |          |              |
| H | Testimony taken/registration(s) recorded in committee |         | 05/02/2019 |          |              |
| H | Considered in public hearing                          |         | 05/02/2019 |          |              |
| H | Posting rule suspended                                |         | 05/01/2019 |          | 2554         |
| H | Referred to County Affairs                            |         | 04/26/2019 | 12:31 PM | 2353         |
| H | Read first time                                       |         | 04/26/2019 |          | 2353         |
| H | Received from the Senate                              |         | 04/18/2019 |          | 1910         |
| S | Reported engrossed                                    |         | 04/17/2019 |          | 1240         |
| S | Record vote   |         | 04/17/2019 |          | 1180         |
| S | Passed  |         | 04/17/2019 |          | 1180         |
| S | Read 3rd time   |         | 04/17/2019 |          | 1180         |
| S | Record vote   |         | 04/17/2019 |          | 1180         |
| S | Three day rule suspended                              |         | 04/17/2019 |          | 1180         |
| S | Vote recorded in Journal                              | 191     | 04/17/2019 |          | 1180         |
| S | Read 2nd time & passed to engrossment                 |         | 04/17/2019 |          | 1180         |

|  |                     |      |
|--|---------------------|------|
| S Laid before the Senate                       | 04/17/2019          | 1180 |
| S Placed on local & uncontested calendar       | 04/17/2019          |      |
| S Committee report printed and distributed     | 04/11/2019 11:15 AM |      |
| S Recommended for local & uncontested calendar | 04/11/2019          |      |
| S Reported favorably w/o amendments            | 04/11/2019          | 908  |
| S Testimony taken in committee                 | 04/08/2019          |      |
| S Considered in public hearing                 | 04/08/2019          |      |
| S Scheduled for public hearing on . . .        | 04/08/2019          |      |
| S Referred to Intergovernmental Relations      | 03/21/2019          | 578  |
| S Read first time                              | 03/21/2019          | 578  |
| S Filed  | 03/08/2019          |      |
| S Received by the Secretary of the Senate      | 03/08/2019          |      |

# Exhibit # 8

# SMITH, KIRKPATRICK & KLAGER, LLC

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REAL ESTATE APPRAISAL & CONSULTING  
3230 REID DR, STE A, CORPUS CHRISTI, TX 78404  
MAIN 361.855.8258 · FACSIMILE 361.853.0403

December 7, 2018

Mr. Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer  
Nueces County Hospital District  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78401

re: Valuation of Memorial Medical Center Properties, Corpus Christi, Texas

Dear Mr. Hipp:

At your request, we have prepared Appraisal Reports pertaining to the above referenced properties. The purpose of this report is to provide an opinions of the Market Value of the properties as of October 1, 2018. The Intended Use of the report is to assist the client in asset valuation for property management purposes. The intended user is the Nueces County Hospital District or assigns.

As time is of the essence, this letter is delivered indicating the opinion(s) of value. The appraisals in our files are in a rough format at this time.

In our opinion, the **MOST PROBABLE MARKET VALUE** as described in the appraisal reports to follow are:

**2500 Blk. Morgan Ave, Lot A, Block 1, Medical Center Subdivision**

A +/-24,980 sq. ft. of one story multi-tenant medical offices on a +/-1.157 acre site was valued utilizing the Sales Comparison Approach to support an opinion of value of \$30 per sq. ft., or **\$750,000**.

**2601 Hospital Blvd., Lot B, Block 1, Medical Center Subdivision**

+/-54,263 sq. ft. of net rentable area in (2) two story multi-tenant medical office buildings on a +/-1.38 acre site was valued utilizing the Sales Comparison Approach to support an opinion of value of \$25.00 per sq. ft., or **\$1,360,000**.

**2400 Blk. Morgan Ave., Block 2, Medical Center Subdivision**

+/-51,982 sq. ft. of one story multi-tenant medical offices on a +/-2.82 acre site was valued utilizing the Sales Comparison Approach to support an opinion of value of \$20 per sq. ft. for the improvements, or **\$1,040,000**.

**The West +/-14.32 acres out of Block 3, Medical Center Subdivision and Lots 1-12, Block 7, Tierra Alta Addition, (16.02 acre hospital site)**

As the improvements on the site are to be removed, the property was valued as vacant, under the *hypothetical condition* that the Subject Site is available for development as of the date of value. Comparable sales of undeveloped land were adjusted to reflect the amenities of the Subject Site, and support an opinion of value of **\$700,000**.

**Lot 4, Block 2, Portmoor Addition (Nueces County Medical Examiner)**

The property is under a 50 ground lease for \$1.00 per year, with 26 years remaining. The improvements revert to the owner of the land at the end of the lease. It is the opinion of the appraisers that the improvements will have exceeded their useful life and will not contribute to the value of the property in 2044. The estimated value of the site at the end of the lease was discounted to present value to provide a value of **\$30,000**.

**Lots 1, 2, 3, 4, 5, 26, 27, & 28, Block 4, Tierra Alta Addition**

1.29 acre site, zoned for multi-family and single family use, is currently a parking lot. The property was valued at \$1.45 per sq. ft., or \$81,000, plus a contributory value for the parking area of \$21,000, or a total value of **\$102,000**.

Sincerely,



Adam Klager, Vice President  
Certified General Real Estate Appraiser  
Texas State Certificate TX-1324850-G