

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, August 27, 2024 at 12:00 PM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. 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.

4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

5. PUBLIC COMMENT - Persons attending in-person and 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. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their

desire to comment when the officer calls for public comment from those attending via audio and video conference. 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.

6. CONSENT AGENDA - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

A. Approve Board of Managers minutes:

- 1. Regular Meeting of July 23, 2024 and 7
- 2. Special Meeting of August 13, 2024. 17

B. Receive listing of new vendors as of August 23, 2024; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 23

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date: 24

- 1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;
- 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); and
 - b. Council on Alcohol and Drug Abuse;
- 6. Funding for diabetes prevention and supporting programs; and
- 7. Public health grants. (*Finance Committee*)

D. 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 25

Membership Agreement for the fiscal year-to-date period-ended July 31, 2024. <i>(Finance Committee)</i>	
E. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. <i>(Finance Committee)</i>	26
F. 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 July 31, 2024. <i>(Finance Committee)</i>	27
G. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. <i>(Finance Committee)</i>	30
H. Receive summary report of cumulative actual intergovernmental transfers (IGTs) made in support of local and other healthcare providers participating in Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Services Commission (HHSC), and receive estimates of provider payments resulting from the IGTs:	31
1. <u>Directed Payment Programs</u> - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:	
a. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);	
b. Comprehensive Hospital Increase Reimbursement Program (CHIRP);	
c. Network Access Improvement Program (NAIP); and	
d. Texas Incentives for Physicians and Professional Services (TIPPS); and	
2. <u>Supplemental Payment Programs</u> - IGTs for HHSC Medicaid payments made to hospitals, separate from and in addition to base payments, for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:	
a. Disproportionate Share Hospital (DSH);	
b. Graduate Medical Education (GME);	
c. Hospital Augmented Reimbursement Program (HARP); and	
d. Hospital Uncompensated Care (UC). <i>(Finance Committee)</i>	
I. Receive reports relating to Nueces Aid Program enrollment for the month-ended July 31, 2024:	

1. Total Persons and Households Enrolled;	32
2. Enrollment Summary;	33
3. Denials;	35
4. Application Processing Summary; and	36
5. Enrollment by Zip Code. (<i>Finance Committee</i>)	40

7. REGULAR AGENDA - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. Finance Committee:

1. Financial Statements:

- | | |
|---|----|
| a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended July 31, 2024. (<i>ACTION</i>) | 43 |
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2. Investment Report:

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| a. Receive and approve Quarterly Investment Report for fiscal quarter-ended June 30, 2024 and ratify related investment transactions. (<i>ACTION</i>) | 50 |
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B. Legislative Committee:

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| 1. Discuss and consider agenda for 89th Texas Legislative Session. (<i>ACTION</i>) | 80 |
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C. Fiscal Year 2025 Budget:

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| 1. Adopt Board of Managers Resolution committing a specified amount of the September 30, 2024, fiscal year-end General Fund balance to the subsequent fiscal year for payment of obligated, but not yet requested intergovernmental transfers relating to supplemental and/or directed payment programs operated by the Texas Health and Human Services Commission during Fiscal Year 2024. (<i>ACTION</i>) | 81 |
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| 2. Adopt Board of Managers Resolution approving the Member Revenue Allocation Percentage for the period October 1, 2024 – September 30, 2025, pursuant to Section 5.03(a) of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement. (<i>ACTION</i>) | 86 |
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| 3. Adopt Board of Managers Resolutions incorporating specified funding into the Fiscal Year 2025 Annual Budget (October 1, 2024 – September 30, 2025) for: | |
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- a. County Healthcare Expenditures; and 93
- b. Nueces Center for Mental Health and Intellectual Disabilities 100
matching funds. (*ACTION*)

- 4. Adopt Board of Managers Resolution approving Fiscal Year 2025 107
Annual Budget (October 1, 2024–September 30, 2025), approval
pursuant to Texas Health and Safety Code, §281.091(b); Budget
includes:
 - a. General Fund;
 - b. Tobacco Fund;
 - c. Indigent Care Fund; and
 - d. Capital Budget. (*ACTION*)

D. Indigent Health Care:

- 1. Discuss and consider approval of a Professional Services Agreement 117
For Non-Exclusive License with Indigent Healthcare Solutions (IHS) to
provide sole-source specialized data processing software to support the
enrollment, claims processing, reporting, and other related technology
functions necessary for efficient operation of the Nueces Aid Program,
an NCHD-sponsored indigent healthcare program operated pursuant to
Chapters 61 and 281, Texas Health and Safety Code; Agreement for
two-year term September 1, 2024 – August 31, 2026; and authorize
Administrator to execute Agreement and related documents.
(*ACTION*)

E. Administrator's Briefing:

- 1. Pending and other matters. (*INFORMATION*)
- 2. Next scheduled Board of Managers and Board Committee regular meetings (all
meetings' dates, times, and locations are subject to change):
 - a. Finance Committee: Tuesday, September 24, 2024, at 11:15 AM in NCHD
Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-
A, Corpus Christi, Texas 78401;
 - b. Legislative Committee: Tuesday, September 24, 2024, at 11:45 AM in NCHD
Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-
A, Corpus Christi, Texas 78401; and
 - c. Board of Managers: Tuesday, September 24, 2024, at 12 Noon in NCHD
Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-
A, Corpus Christi, Texas 78401. (*INFORMATION*)

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may 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. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes 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. 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.

A. Consult with attorneys on matters relating to provisions of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement, Escrow Agreement, and Amended and Restated Memorandum of Understanding Relating to Termination of the Membership Agreement, and related matters.

B. Consult with attorneys on matters relating to Letter Agreement with CHRISTUS Spohn Health System Corporation relating to Hospital District's support of CHRISTUS Spohn's Emergency Medicine Residency Program, and related matters.

C. Consult with attorneys on matters relating to intergovernmental transfers for Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Commission, and related matters.

D. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, and related matters.

9. **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.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (***ACTION AS NEEDED***)

10. **ADJOURN**

11. Public Notice posting receipt.

158

**BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
JULY 23, 2024**

The Nueces County Hospital District Board of Managers met at 12:15 pm, July 23, 2024 in the NCHD Board Room at 555 N. Carancahua, Suite 950 – A Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO
Belinda Espinoza	Asst. Administrator, Admin. Services
Donna Littlefield	Director, Accounting & Finance
John B. Martinez	General Counsel
Adam Robison	Legal Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Lee Lopez	Corpus Christi Medical Center, CFO
Eric Hamon	Driscoll Hospital
Steve King	Driscoll Hospital
Jenny Dorsey	Nueces County Courthouse Attorney
Dom Dominguez	Corpus Christi Spohn Hospital
Robert Caro M.D.	Medical Director, Nueces County Jail
Robin Oldham	Adelanto Healthcare Venture
Becky Rios	Corpus Christi Spohn Hospital – via Zoom
Michael Neill	Adelanto Healthcare Venture – via Zoom
Cassidy Willie	Gjerset & Lorenz – via Zoom
Mark Hendix	NC Mental Health Intellectual Disabilities – via Zoom
Cleo Lawrence	Adelanto Healthcare Venture – via Zoom
Luba Kubinski	Adelanto Healthcare Venture – via Zoom
Renee Rayne	Gjerset & Lorenz – via Zoom
Corbin Pefanis	Adelanto Healthcare Venture – via Zoom
Alex Russell	Adelanto Healthcare Venture – via Zoom

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

Y__ John E. Valls, MBA, Chairman
 X__ Vishnu V. Reddy, M.D., Vice Chairman
 Y__ Sylvia Tryon Oliver
 Y__ Belinda Flores, R.N.
 Y__ Judge Mariana Garza
 Y__ Efrain Guerrero, Jr.
 Y__ Arthur Granado

**3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING
CONFIRMATION, AND CLOSED MEETING NOTICE:**

A. Call to order – John E. Valls, Chairman.
The meeting was called to order by Mr. Valls at 12:15 p.m.

B. Establish quorum – Mr. Valls, Chairman.
A quorum was present with six members in attendance.

John E. Valls, MBA, Chairman – PRESENT
Sylvia Tryon Oliver, Member – PRESENT
Belinda Flores, R.N., Member – PRESENT – via Zoom
Judge Mariana Garza, Member – PRESENT
Efrain Guerrero, Jr., Member – PRESENT
Arthur Granado, Member – PRESENT
Vishnu V. Reddy, M.D., Vice Chairman – ABSENT

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. 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.

4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

5. **WORKSHOP SESSION** - Workshop Session is an open meeting for the purposes of information gathering and discussion between the Board of Managers and staff on the Workshop's listed agenda item(s) without taking action on the listed item(s) during the Workshop. Public comment will not be accepted during the Workshop Session.

A. Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025):

1. Nueces County property valuations;
2. Hospital District property valuation and tax revenue;
3. County Healthcare Expenditures;
4. Emergency Medical Services Expenditures; and
5. Nueces County tax and budget planning calendars.

6. **REGULAR SESSION** - Following the Workshop Session, the Board of Managers will move into the Regular Session prior to taking any action(s) on items listed on the Consent or Regular Agendas.

7. **PUBLIC COMMENT** - Persons attending in-person and 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. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. 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.

No one to speak for Public Comment.

8. **CONSENT AGENDA** - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

A. Approve Board of Managers Regular Meeting minutes of June 25, 2024.

B. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date:

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;
 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*)
- C. 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 June 30, 2024. (*Finance Committee*)
- D. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. (*Finance Committee*)
- E. 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 June 30, 2024. (*Finance Committee*)
- F. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. (*Finance Committee*)

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

G. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC):

1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:
 - a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
 - b. Network Access Improvement Program (NAIP);
 - c. Texas Incentives for Physicians and Professional Services (TIPPS);
 - d. Uniform Hospital Rate Increase Program (UHRIP); and
2. Supplemental Payment Programs - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:
 - a. Disproportionate Share Hospitals (DSH) program;
 - b. Graduate Medical Education (GME);
 - c. Hospital Uncompensated Care (UC) pool; and
3. Phase-Out Programs:
 - a. Delivery System Reform Incentive Payment (DSRIP) pool. (*Finance Committee*)

H. Receive reports relating to Nueces Aid Program enrollment for the month-ended June 30, 2024:

1. Total Persons and Households Enrolled;
2. Enrollment Summary;
3. Denials;
4. Application Processing Summary; and
5. Enrollment by Zip Code. (*Finance Committee*)

Consent Agenda approved. Motion by Ms. Oliver and seconded by Mr. Granado. MOTION CARRIED.

9. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. Fiscal Year 2025 Health Care Provider Participation Program (FY 2025 Program):

1. Review and discuss Texas Health and Safety Code, Chapter 298C relating to the Nueces County Hospital District Health Care Provider Participation Program: authority, mandatory payments, rules and procedures, public hearing and hearing

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

notices, permitted uses of mandatory payments, payment schedule, and other requirements relating to operation of the FY 2025 Program. **(INFORMATION)**

2. Review and discuss proposed FY 2025 Program mandatory rate and payment schedule. **(INFORMATION)**

3. Confirm completion of conditions precedent to setting FY 2025 Program mandatory payment rate:

a. Notices relating to setting FY 2025 Program mandatory payment rate; notices pursuant to Texas Health and Safety Code, §298C.101 (b):

1. Notice of public hearing on the rate of mandatory FY 2025 Program payments that the Board of Managers intends to require of each institutional health care provider located within the Hospital District's boundaries during Hospital District Fiscal Year 2025 and how the revenue derived from the payments will be spent; and

2. Notice to each institutional health care provider within the Hospital District's boundaries of written notice of public hearing on the rate of mandatory FY 2025 Program payments that the Board of Managers intends to require of each provider during District Fiscal Year 2025 and how the revenue derived from the payments will be spent; and

b. Public hearing on the matter of amount of mandatory payments that the Board intends to require during the year and how the revenue derived from those payments is to be spent; hearing pursuant to Texas Health and Safety Code, §298C.101(a). **(ACTION)**

4. Adopt Board of Managers Order setting the rate of mandatory FY 2025 Program payments during Hospital District Fiscal Year 2025 (October 1, 2024 - September 30, 2025) at six percent (6%) of the net patient revenue of each institutional health care provider located within the Hospital District boundaries; mandatory payments authorized by Texas Health and Safety Code, §298C.151. **(ACTION)**

5. Confirm applicability of current Nueces County Hospital District Health Care Provider Participation Program rules and procedures to FY 2025 Program. **(ACTION)**

**Motion to approved Regular Agenda,
Items A. 3. (2. b.) 4. & 5. by Mr. Granado and
seconded by Ms. Oliver. MOTION CARRIED.**

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

B. Finance Committee:

1. Financial Statements:

- a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended June 30, 2024. *(ACTION)*

**Motion by Mr. Granado, that we hire Patricia Shipton, Joel Romo and Luis Saenz to be our lobbyist for the 89th Legislative Session subject to the term Mr. Hipp can negotiate. Seconded by Mr. Guerrero.
MOTION CARRIED.**

C. Legislative Committee:

1. Discuss agenda for 89th Texas Legislative Session. *(INFORMATION)*
2. Discuss and consider action related to governmental affairs/lobby professional services for Hospital District-related matters in the 89th Texas Legislative Session. *(ACTION)*

Motion by Mr. Granado and seconded by Mr. Guerrero. MOTION CARRIED.

D. Administrator's Actions:

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

a. Execution of Medicaid supplemental payment-related Network Access Improvement Program Intergovernmental Transfer Responsibility Contract (NAIP-IGT) with the Texas Health and Human Services Commission for benefit of CHRISTUS Spohn Health System; execution of NAIP-IGT HHSC Contract No. HHS001456800008 for the term September 1, 2024 - August 31, 2025. *(ACTION)*

Motion by Mr. Granado and seconded by Ms. Oliver. MOTION CARRIED.

E. Administrator's Briefing:

1. Pending and other Hospital District matters. *(INFORMATION)*

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

2. Next scheduled Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

a. Finance Committee: Tuesday, August 27, 2024 at 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, August 27, 2024 at 11:45 AM NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

c. Board of Managers: Tuesday, August 27, 2024 at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

d. Special Board of Managers To Adopt FY 2025 Budget: Location, date, and time to be arranged. (*INFORMATION*)

F. Other Business:

1. Receive supporting documentation relating to Administrator's achievement of certain Employment Agreement-related performance goals during Fiscal Year 2023 and approve related payment. (*ACTION*)

Supporting documentation relating to Administrator's achievement during Fiscal Year 2023, as per Mr. Valls, Chairman, as follows:
Goal to accomplish a demo of Memorial Medical Center (completed)
Promote awareness of Nueces State Program (not completed)
Proceed State Legislative 2023 (completed)
Prepare Succession Plan (not completed)
Secure space for Administrative office and negotiate new lease (completed)
Achieve Financial Audits (completed)
as per Mr. Valls, Chairman, Mr. Hipp is entitled to \$55,000.00. Motion by Mr. Granado and seconded by Judge Garza. MOTION CARRIED.

10. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may 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

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
JULY 23, 2023**

Government Code, Chapter 551. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes 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. 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, as applicable.

A. Consult with attorneys on matters relating to intergovernmental transfers for Medicaid supplemental payment programs sponsored by the Texas Health and Human Commission, and related matters.

B. Consult with attorneys on matters relating to provisions of the CHRISTUS Spohn Health System Corporation Membership Agreement, Escrow Agreement, and Memorandum of Understanding Related to Termination of the Membership Agreement, and related matters.

C. Consult with attorneys on matters relating to the Letter Agreement with CHRISTUS Spohn Health System Corporation relating to Hospital District's support of CHRISTUS Spohn's Emergency Medicine Residency Program, and related matters.

D. Administrator's performance evaluation and related matters.

Mr. Valls called for Closed Session at 12:58 p.m.

11. **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. Valls called for Open Session at 2:07 p.m.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (*ACTION AS NEEDED*)

No Action taken.

12. **ADJOURN**

Motion to adjourn by Mr. Valls, Chairman at 2:10 p.m.

**BOARD OF MANAGERS
REGULAR MEETNG
MINUTES
JULY 23, 2023**

PRESIDING OFFICER:

John E. Valls, MBA, Chairman

ATTEST:

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

**BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
SPECIAL MEETING
AUGUST 13, 2024**

The Nueces County Hospital District Board of Managers met at 12:00 p.m, August 13, 2024 in the NCHD Board Room at 555 N. Carancahua, Suite 950 – A Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO
Belinda Espinoza	Asst. Administrator, Admin. Services
Donna Littlefield	Director, Accounting & Finance
John B. Martinez	General Counsel
Adam Robison	Legal Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Jenny Dorsey	Nueces County Courthouse Attorney
Joe A. Gonzalez	Nueces County Commissioner
Edward Herrera	Nueces County Director
Mark Hendrix	Nueces County MHID – via Zoom
Xavier Gonzales	Mental Health Director – via Zoom
Cassidy Willie	Gjerset & Lorenz – via Zoom

**BOARD OF MANAGERS
SPECIAL MEETING
MINUTES
AUGUST 13, 2024**

WELCOME

1. ROLL CALL OF BOARD OF MANAGERS

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

2. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:

A. Call to order – John E. Valls, Chairman.
The meeting was called to order by Mr. Valls at 12:15 p.m.

B. Establish quorum – Mr. Valls, Chairman.
A quorum was present with six members in attendance.

John E. Valls, MBA, Chairman – PRESENT
Vishnu V. Reddy, M.D., Vice Chairman – PRESENT – via Zoom
Sylvia Tryon Oliver, Member – PRESENT
Judge Mariana Garza, Member – PRESENT – via Zoom
Efrain Guerrero, Jr., Member – PRESENT
Arthur Granado, Member – PRESENT
Belinda Flores, R.N., Member – ABSENT

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. 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.

3. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**BOARD OF MANAGERS
SPECIAL MEETING
MINUTES
AUGUST 13, 2024**

4. **WORKSHOP SESSION** - Workshop Session is an open meeting for the purposes of information gathering and discussion between the Board of Managers and staff on the Workshop's listed agenda item(s) without taking action on the listed item(s) during the Workshop. Public comment will not be accepted during the Workshop Session.

- A. Fiscal Year 2025 Budget.
- B. Fiscal Year 2025 Tax Rate Calculation Worksheets.
- C. Nueces County Fiscal Year 2025 budget schedule.

5. **PUBLIC COMMENT** - Persons attending in-person and 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. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. 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.

No one to speak for Public Comment.

6. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. Funding Request:

- 1. Discuss and consider a funding request from Commissioner Joe A. Gonzalez for septic system inspections, pump outs, repairs and/or replacements for homeowners living in Nueces County Precinct 2. (**ACTION**)

Motion to Table Item by Mr. Granado and seconded by Mr. Guerrero. MOTION CARRIED.

B. Fiscal Year 2025 Budget (October 1, 2024 - September 30, 2025):

- 1. Discuss and consider tentative approval of Fiscal Year 2025 Budget. (**ACTION**)

Motion by Mr. Granado and seconded by Ms. Oliver. MOTION CARRIED.

**BOARD OF MANAGERS
SPECIAL MEETING
MINUTES
AUGUST 13, 2024**

2. Discuss and consider authorizing rescission of all Interlocal Cooperation Act contracts with Nueces County in order to return payment accounting, administration, control, and disbursement to Hospital District; rescission to be effective September 30, 2024; and authorize Administrator to send notices and execute related documents. **(ACTION)**

**Motion by Mr. Granado and seconded by
Judge Garza. MOTION CARRIED.**

C. Administrator's Actions:

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

a. Execution of Personal Services Contracts for legislative services during the 89th Texas Legislative Session:

1. Joel J. Romo;
2. Patricia A. Shipton, and
3. Luis J. Saenz. **(ACTION)**

As per Mr. Valls, Chairman asked to motion to ratify agreement inclusive of Item C, in contingent upon Mr. Saenz signing contract. Motion by Ms. Oliver and seconded by Mr. Guerrero. MOTION CARRIED.

b. Execution of Interlocal Agreement relating to participation in Nueces County's Employee Self-Funded Group Health Plan for the benefit of Hospital District employees. **(ACTION)**

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

7. CLOSED MEETING - Public Notice is hereby given that the Board of Managers may 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. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes 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.

**BOARD OF MANAGERS
SPECIAL MEETING
MINUTES
AUGUST 13, 2024**

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. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071, as applicable:

A. Consult with attorneys on matters relating to funding requests from outside entities and related matters.

B. Consult with attorneys on matters relating to Interlocal Cooperation Act contracts and related matters.

C. Consult with attorneys on matters relating to participation in Nueces County's Employee Self-Funded Group Health Plan and related matters.

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.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (*ACTION AS NEEDED*)

No Action taken.

9. ADJOURN

Motion to adjourn by Mr. Valls, Chairman at 1:36 p.m.

10. Public Notice Posting Receipt.

**BOARD OF MANAGERS
SPECIAL MEETING
MINUTES
AUGUST 13, 2024**

PRESIDING OFFICER:

John E. Valls, MBA, Chairman

ATTEST:

Jonny F. Hipp, Secretary
Board of Managers
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>
2113	League of Women Voters Corpus Christi	P O Box 8276	Corpus Christi	TX	78468

Nueces County Hospital District
 County Health Care Department Expenditures
 Cash Disbursements Relating to
 Fiscal Year 2024

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal 2024 YTD	Budget 2024	Balance
County Healthcare Services															
Health Dept - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,484,767.32	193,027.53	0.00	1,677,794.85	2,313,000.00	635,205.15
Emergency Medical Services	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	650,000.00	650,000.00
NC MHID - Fund Matching	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	0.00	0.00	726,840.00	969,129.00	242,289.00
NC MHID - Jail Programs	0.00	155,787.27	255,506.92	226,879.13	210,505.13	163,863.93	271,984.20	256,420.37	165,878.00	200,250.47	0.00	0.00	1,907,075.42	3,018,000.00	1,110,924.58
NC Juvenile Center	33,326.89	33,164.73	2,316.03	54,808.55	73,063.98	10,814.63	69,228.83	50,693.90	23,340.04	94,940.71	0.00	0.00	445,698.29	474,000.00	28,301.71
Nueces County Jail Services	392,790.58	167,653.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,077,278.24	0.00	0.00	2,637,722.08	4,795,649.00	2,157,926.92
Cenikor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00	0.00	45,000.00	60,000.00	15,000.00
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00	0.00	25,000.00	50,000.00	25,000.00
Diabetes Program - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,013.75	0.00	0.00	10,013.75	50,000.00	39,986.25
HALO-Flight Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00
County Public Health Grants	0.00	0.00	80,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,000.00	220,000.00	90,000.00
Totals	426,117.47	356,605.26	580,102.95	281,687.68	333,569.11	416,958.56	341,213.03	322,114.27	431,498.04	3,937,250.49	193,027.53	0.00	7,620,144.39	12,614,778.00	4,994,633.61

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2023
As if Adjudicated January 1, 2023 through July 31, 2024**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	2,009	11,823,556	1,564,420	74,203	1,490,217
ASU	128	3,344,365	282,502	11,117	271,385
Clinic	66	320,016	144,921	8,536	136,385
Obs	52	1,990,981	480,570	24,822	455,748
OP	13,224	40,114,211	10,611,854	660,862	9,950,992
Subtotal	15,479	57,593,129	13,084,267	779,540	12,304,727
IP	193	14,198,876	799,464	29,898	769,566
SNF					-
RX	67,835	27,278,034	10,443,514	321,109	10,122,404
Physician	10,703	14,760,446	1,424,383	73,378	1,351,005
Total	94,210	113,830,485	25,751,628	1,203,925	24,547,702

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
 Spohn Corporate Member Revenue Analysis
 Fiscal Year 2024

Member Revenue % 27.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
<u>Membership Revenue Deposits</u>													
Week 1	2,066,861.61	2,162,309.02	3,013,205.01	2,078,550.74	1,969,908.53	2,786,145.01	1,564,970.57	2,924,455.19	3,089,970.00	2,356,409.94	2,477,625.03		26,490,410.65
Week 2	2,355,764.99	2,184,573.81	2,547,176.48	2,010,663.38	1,882,743.04	1,683,180.97	881,236.84	3,254,391.80	2,957,145.21	3,252,830.81	2,233,590.04		25,243,297.37
Week 3	2,814,490.24	2,693,689.25	3,344,880.84	2,491,554.21	2,740,056.15	1,650,015.23	1,875,246.00	3,038,480.02	2,800,354.70	2,493,325.86	2,592,651.90		28,534,744.40
Week 4	2,090,457.65	2,225,718.83	2,600,723.45	2,340,245.49	2,282,140.68	3,268,018.11	2,454,782.60	3,183,692.32	3,440,138.09	1,813,451.87			25,699,369.09
Week 5				2,197,719.23			2,984,663.07	2,226,071.34					7,408,453.64
Subtotal	9,327,574.49	9,266,290.91	11,505,985.78	11,118,733.05	8,874,848.40	9,387,359.32	9,760,899.08	14,627,090.67	12,287,608.00	9,916,018.48	7,303,866.97	0.00	113,376,275.15

ACCOUNT NUMBER: [REDACTED]
 JULY 01, 2024 TO JULY 31, 2024

ACCOUNT ACTIVITY SUMMARY

	THIS PERIOD	YEAR TO DATE
BEGINNING MARKET VALUE	3,152,442.73	3,078,960.12
DEPOSITS	0.00	12,421.19
INCOME	12,184.72	73,246.14
ENDING MARKET VALUE	3,164,627.45	3,164,627.45

PORTFOLIO HOLDINGS

QUANTITY	DESCRIPTION	MARKET VALUE	COST BASIS
CASH AND EQUIVALENTS			
3,164,627.450	09248U536 BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND	3,164,627.45	3,164,627.45
TOTAL	CASH AND EQUIVALENTS	3,164,627.45	3,164,627.45
GRAND TOTAL ASSETS		3,164,627.45	3,164,627.45

TRANSACTION DETAIL

DATE	DESCRIPTION	CASH	COST	GAIN / LOSS
07/01/24	BEGINNING BALANCE	0.00	3,152,442.73	
07/01/24	09248U536 DIVIDEND ON BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND PAYABLE 07/01/2024	12,184.72		
	09248U536 NET DEPOSIT BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND	12,184.72-	12,184.72	
07/31/24	ENDING BALANCE	0.00	3,164,627.45	0.00

DISCLOSURE

Pricing for securities traded on the exchange is provided by third party sources. While sources used for pricing publicly traded securities are considered reliable, the prices displayed on your statement may or may not be based on actual trades, bid/ask information or vendor evaluations. As such, the prices displayed on your statement may or may not reflect actual trade prices you would receive in the current market. It is possible prices for certain securities may vary widely at the time of trade execution in comparison to valuation prices displayed for statement purposes. Securities not traded on an exchange are valued by a variety of sources, which may include issuer-provided or client-provided information. As such, the current statement will reflect the value of the asset based on its last known valuation which may not coincide with the statement reporting period. Argent Trust Company, or any of its affiliates, does not guarantee the accuracy, reliability, completeness or attainability of any pricing information provided by third party sources.

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ACCOUNT STATEMENT

PAGE 3

ACCOUNT NUMBER [REDACTED]
JULY 01, 2024 TO JULY 31, 2024

DISCLOSURE

Disclosure - <https://argentfinancial.com/argent-disclosures/>
Tax Disclosure - <https://argentfinancial.com/annual-tax-disclosures/>
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Nueces County Hospital District
Nueces LPPF Activity
Fiscal Year 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	9,159,392.52	59,837,708.79	4,107,084.13	2,950,115.82	7,722,267.37	20,949,674.71	21,044,254.83	47,454,558.05	47,199,331.12	21,064,108.27	19,991,984.17	19,991,984.17	9,159,392.52
<u>Deposits</u>													
Christus Spohn	18,995,774.04				9,497,887.02		8,432,745.84						36,926,406.90
CCMC	12,800,598.04				6,400,299.02		6,400,299.02	428,409.30					26,029,605.38
CC Rehab	565,066.44			282,533.22			332,910.84						1,180,510.50
Driscoll	16,880,549.67						10,017,261.57						26,897,811.24
PAM Specialty		657,147.96		328,573.98			534,169.38						1,519,891.32
PAM Rehab		727,492.32		363,746.16			401,483.16						1,492,721.64
S. TX Surgical	1,374,215.28				687,107.64		637,696.32						2,699,019.24
Subtotal	50,616,203.47	1,384,640.28	0.00	974,853.36	16,585,293.68	0.00	26,756,566.13	428,409.30	0.00	0.00	0.00	0.00	96,745,966.22
Interest	62,112.80	151,385.24	16,479.29	26,306.62	26,649.60	94,580.12	103,938.00	212,097.01	156,476.97	90,999.71			941,025.36
Transfers In				4,979,044.15						75,578.39			5,054,622.54
Total Deposits	50,678,316.27	1,536,025.52	16,479.29	5,980,204.13	16,611,943.28	94,580.12	26,860,504.13	640,506.31	156,476.97	166,578.10	0.00	0.00	102,741,614.12
<u>Inter-Governmental Transfers</u>													
UC					(3,384,535.94)								(3,384,535.94)
DSRIP													0.00
CHIRP		(56,727,511.51)							(25,567,096.42)				(82,294,607.93)
TIPPS									(724,603.40)				(724,603.40)
DSH													0.00
HARP			(1,173,447.60)	(927,939.46)				(880,968.03)					(2,982,355.09)
GME		(539,138.67)		(280,113.12)			(300,200.91)	(14,765.21)		(1,238,702.20)			(2,372,920.11)
Total IGT's	0.00	(57,266,650.18)	(1,173,447.60)	(1,208,052.58)	(3,384,535.94)	0.00	(300,200.91)	(895,733.24)	(26,291,699.82)	(1,238,702.20)	0.00	0.00	(91,759,022.47)
Transfers Out							(150,000.00)						(150,000.00)
Bank Fees													0.00
Ending Balance	59,837,708.79	4,107,084.13	2,950,115.82	7,722,267.37	20,949,674.71	21,044,254.83	47,454,558.05	47,199,331.12	21,064,108.27	19,991,984.17	19,991,984.17	19,991,984.17	19,991,984.17

Nueces County Hospital District
 Medicaid Payment Programs/Directed Payment Programs
 Estimated Provider Payments & IGT History
 FY2012 to Present

Provider	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	GME	HARP	TOTALS	
Christus Spohn - Corpus Christi	393,023,597	560,417,560	268,169,910	54,617,146	147,806,876	112,661,993	3,687,187	3,614,008	13,239,075	1,557,237,353	44%
Christus Spohn Rural (Alice/Beeville/Kleberg)	48,398,858	211,397,908	0	14,571,054	0	23,405,097	0	0	615,366	298,388,283	8%
Corpus Christi Medical Center	121,850,134	159,267,883	0	47,168,955	0	160,075,667	0	3,565,002	7,599,128	499,526,771	14%
Driscoll Childrens Hospital	314,822,705	24,239,617	0	0	0	701,150,773	2,062,491	8,065,596	40,816,199	1,091,157,381	31%
Detar Hospital	24,949,804	47,723,156	0	15,076,184	0	0	0	0	0	87,749,145	2%
North Bay General Hospital	0	0	0	503,238	0	0	0	0	0	503,238	0%
South Texas Surgical Hospital	0	0	0	889,769	0	0	0	0	0	889,769	0%
Corpus Chrisit Rehab Hospital	0	0	0	286,797	0	0	0	0	0	286,797	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	0	0	1,330	0%
PAM Rehab Hospital	0	0	0	1,199,059	0	0	0	0	0	1,199,059	0%
Nueces County Health Dept	21,809,410	0	0	0	0	0	0	0	0	21,809,410	1%
TOTALS	924,854,508	1,003,046,125	268,169,910	134,313,534	147,806,876	997,293,531	5,749,678	15,244,606	62,269,768	3,558,748,535	100%

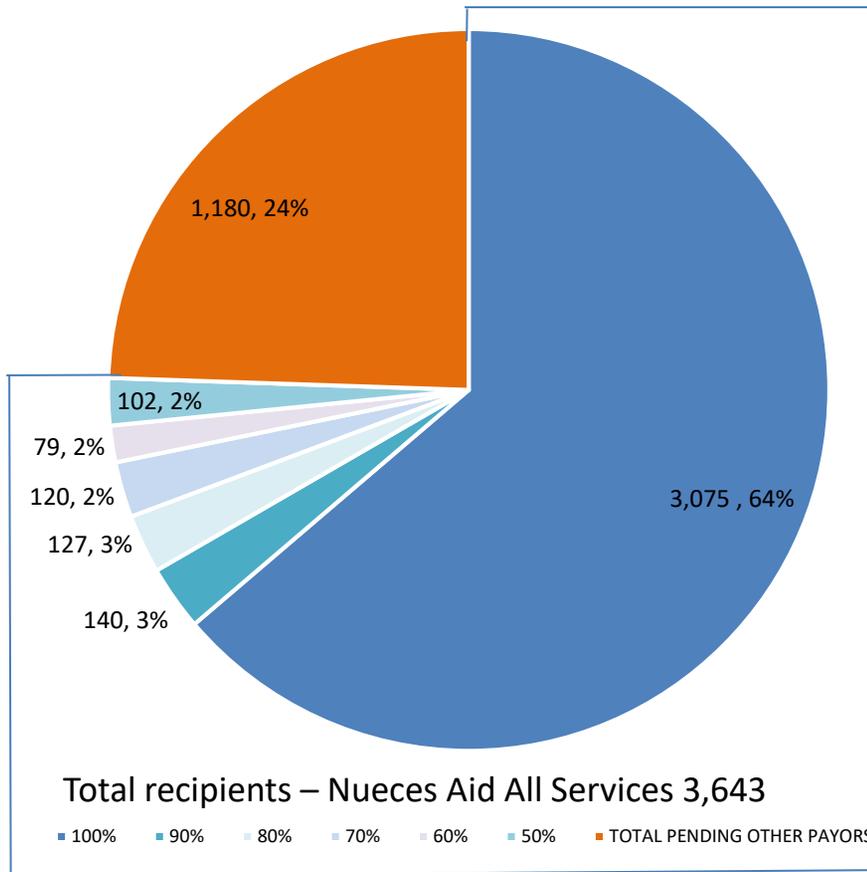
* Estimated Receipts for Entities (IGT + FMAP), Subject to HHSC Review and Administrative Fees

IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	GME	HARP	TOTALS
Nueces County Hospital District	338,074,018	327,872,336	94,840,669	58,389,165	58,100,701	86,765,537	0	3,663,898	21,510,068	989,216,391
Nueces LPPF	27,902,997	62,172,758	7,478,253	0	0	296,923,996	1,780,044	2,372,920	2,982,355	401,613,323
TOTALS	365,977,014	390,045,093	102,318,922	58,389,165	58,100,701	383,689,533	1,780,044	6,036,818	24,492,423	1,390,829,714

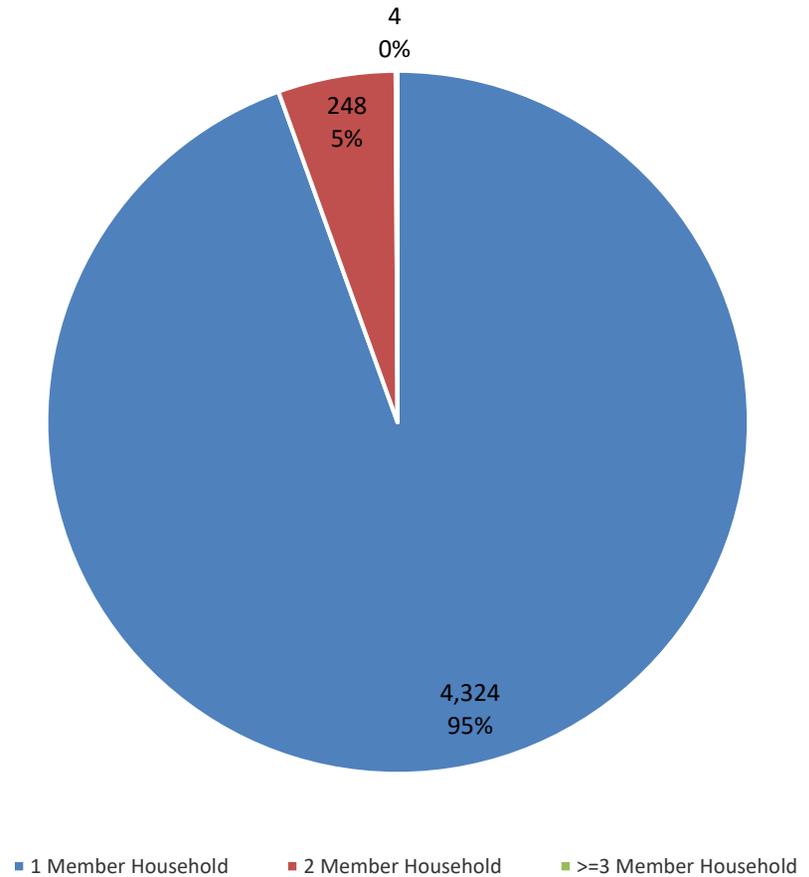
July 2024

Nueces Aid Program Enrollment

Total Enrolled
4,823



Total Households
4,576



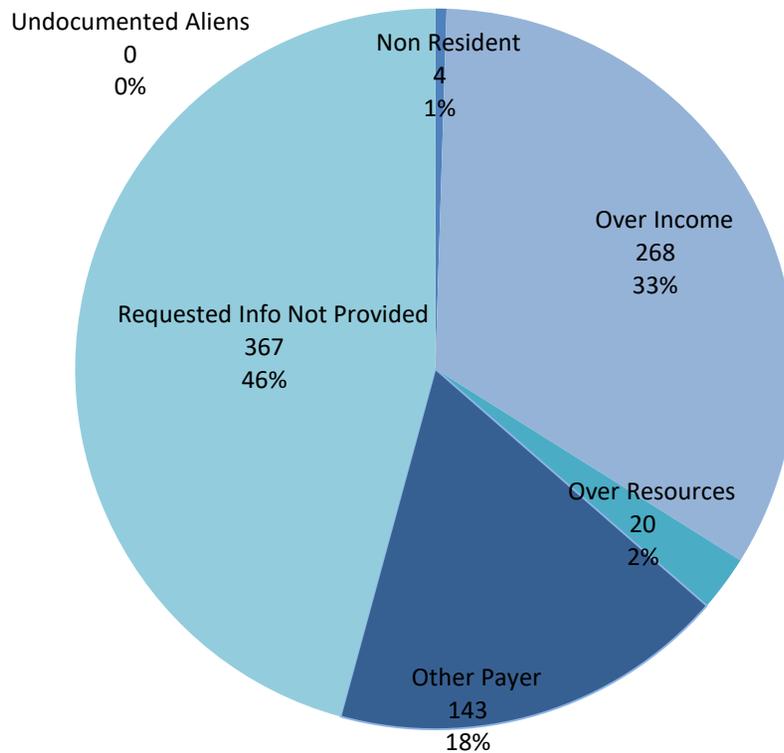
Nueces Aid Program Enrollment Summary Calendar Year 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2024 Average	Comments
PENDING OTHER PAYORS														
TANF	62	83	83	83	83	68	72						76	
%	5.3%	7.0%	7.1%	7.1%	7.1%	5.9%	6.1%						6.5%	
SSI-SSID	714	725	718	711	708	704	713						713	
%	61.5%	61.2%	61.1%	60.7%	60.2%	60.8%	60.4%						60.8%	These individuals are eligible for NCHD assistance if denied assistance by other payer.
Other Payor	385	377	374	377	386	385	395						383	
%	33.2%	31.8%	31.8%	32.2%	32.8%	33.3%	33.5%						32.6%	
TOTAL PENDING OTHER PAYORS	1,161	1,185	1,175	1,171	1,177	1,157	1,180						1,172	
	24.8%	24.9%	24.8%	24.6%	24.6%	24.3%	24.5%						24.6%	
HOUSEHOLDS BY SIZE														
1 Member Household	4,150	4,245	4,222	4,239	4,273	4,250	4,324						4,243	The percentage for each size household is calculated by dividing the number of each member household by the total number of households.
%	94.0%	94.3%	94.2%	94.1%	94.3%	94.4%	94.5%						94.3%	
2 Member Household	267	257	257	263	254	250	248						257	
%	6.0%	5.7%	5.7%	5.8%	5.6%	5.6%	5.4%						5.7%	
>=3 Member Household	0	0	2	2	2	4	4						2	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%						0.0%	
TOTAL HOUSEHOLDS	4,417	4,502	4,481	4,504	4,529	4,504	4,576						4,502	

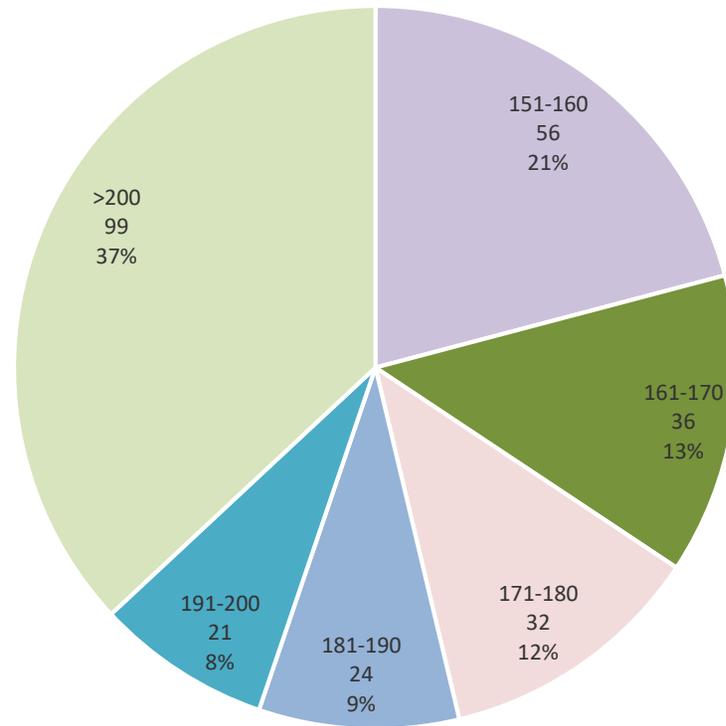
NUECES AID DENIALS

Calendar Year 2024
January-July

Denial Reasons



Comparison of Over Income Case to 2024 HHS Poverty Guidelines



**Nueces Aid Program
Application Processing Summary Calendar Year 2024**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2024	Comments
TOTAL APPLICATIONS	949	897	805	888	875	677	885						5,976	
- Approved	831	784	701	777	743	569	769						5,174	
%	87.6%	87.4%	87.1%	87.5%	84.9%	84.0%	86.9%						86.6%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	118	113	104	111	132	108	116						802	
%	12.4%	12.6%	12.9%	12.5%	15.1%	16.0%	13.1%						13.4%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	585	489	495	535	494	384	538						3,520	
%	70.4%	62.4%	70.6%	68.9%	66.5%	67.5%	70.0%						68.0%	
90%	20	43	21	13	27	13	23						160	
%	2.4%	5.5%	3.0%	1.7%	3.6%	2.3%	3.0%						3.1%	
80%	25	21	15	28	22	17	20						148	
%	3.0%	2.7%	2.1%	3.6%	3.0%	3.0%	2.6%						2.9%	
70%	21	27	24	17	11	13	14						127	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	2.5%	3.4%	3.4%	2.2%	1.5%	2.3%							2.5%	
60%	11	10	8	17	20	8	17						91	
%	1.3%	1.3%	1.1%	2.2%	2.7%	1.4%	2.2%						1.8%	
50%	17	11	17	25	15	18	8						111	
%	2.0%	1.4%	2.4%	3.2%	2.0%	3.2%	1.0%						2.1%	
TOTAL	679	601	580	635	589	453	620						4,157	
%	81.7%	76.7%	82.7%	81.7%	79.3%	79.6%	80.6%						80.3%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	716	705	611	700	661	505	669						4,567	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	92.5%	94.6%	93.0%	94.7%	93.9%	93.9%							93.7%	
2 Member Household	58	40	44	39	41	31	50						303	
%	7.5%	5.4%	6.7%	5.3%	5.8%	5.8%							6.2%	
3 or > Member Household	0	0	2	0	2	2	0						6	Households pending other payors are not included.
%	0.0%	0.0%	0.3%	0.0%	0.3%	0.4%							0.1%	
TOTAL HOUSEHOLDS APPROVED	774	745	657	739	704	538	719						4,876	

**Nueces Aid Program
Application Processing Summary Calendar Year 2024**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2024	Comments
NCHD DENIALS - Reasons for Denials														
Non Resident	0	1	1	1	0	0	1						4	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	0.0%	0.9%	1.0%	0.9%	0.0%	0.0%	0.9%						0.5%	
Over Income	37	43	32	32	46	38	40						268	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	31.4%	38.1%	30.8%	28.8%	34.8%	35.2%	34.5%						33.4%	
Over Resources	2	0	5	3	2	4	4						20	Households pending other payors are not included.
%	1.7%	0.0%	4.8%	2.7%	1.5%	3.7%	3.4%						2.5%	
Other Payer	37	16	18	20	17	18	17						143	The YTD number for incomplete applications is the average of the monthly incomplete applications.
%	31.4%	14.2%	17.3%	18.0%	12.9%	16.7%	14.7%						17.8%	
Requested Info Not Provided	42	53	48	55	67	48	54						367	
%	35.6%	46.9%	46.2%	49.5%	50.8%	44.4%	46.6%						45.8%	
Undocumented Aliens	0	0	0	0	0	0	0						0	Note: UA code eff 08/01/01
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						0.0%	
TOTAL DENIALS	118	113	104	111	132	108	116						802	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	100	93	86	88	113	93	101						674	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	91.7%	90.3%	90.5%	88.0%	91.9%	92.1%	92.7%						91.1%	
2 Member Household	9	10	9	12	10	8	8						66	Households pending other payors are not included.
%	8.3%	9.7%	9.5%	12.0%	8.1%	7.9%	7.3%						8.9%	
3 or > Member Household	0	0	0	0	0	0	0						0	The YTD number for incomplete applications is the average of the monthly incomplete applications.
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						0.0%	
TOTAL HOUSEHOLDS DENIED	109	103	95	100	123	101	109						740	
PENDING APPLICATIONS														
Pending documentation	79	77	86	96	88	78	86						84	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	26	33	8	20	25	15	13						13	
SSI-SSID	65	75	57	66	64	52	72						72	
Other Payor	61	75	56	56	65	49	64						64	

**NCHD
Eligibility History**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	CY Total	Avg		
2018																
NCHD	5,630	5,708	5,674	5,613	5,471	5,481	5,492	5,438	5,396	5,467	5,673	5,235	66,278	5,523	-6%	
Pend	1,488	1,483	1,398	1,386	1,349	1,336	1,324	1,317	1,337	1,327	1,313	1,270	16,328	1,361	-1%	
Total	7,118	7,191	7,072	6,999	6,820	6,817	6,816	6,755	6,733	6,794	6,986	6,505	82,606	6,884	-5%	
% of PY	97%	99%	97%	96%	93%	93%	93%	94%	94%	94%	98%	93%	95%	95%		
2019																
NCHD	5,277	5,181	5,075	5,024	4,957	4,961	4,996	4,943	4,970	5,064	4,944	4,821	60,213	5,018	-9%	
Pend	1,294	1,260	1,289	1,305	1,274	1,281	1,330	1,356	1,339	1,357	1,330	1,277	15,692	1,308	-4%	
Total	6,571	6,441	6,364	6,329	6,231	6,242	6,326	6,299	6,309	6,421	6,274	6,098	75,905	6,325	-8%	
% of PY	92%	90%	90%	90%	91%	92%	93%	93%	94%	95%	90%	94%	92%	92%		
2020																
NCHD	4,963	4,955	4,903	4,731	5,132	4,698	4,198	3,660	3,260	3,604	3,752	3,868	51,724	4,310	-14%	
Pend	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899	923	945	12,802	1,067	-18%	
Total	6,231	6,198	6,121	5,872	6,319	5,804	5,241	4,628	4,121	4,503	4,675	4,813	64,526	5,377	-15%	
% of PY	95%	96%	96%	93%	101%	93%	83%	73%	65%	70%	75%	79%	85%	85%		
2021																
NCHD	3,806	3,678	3,567	3,521	3,667	3,852	3,953	4,080	4,142	4,091	3,948	3,863	46,168	3,847	-11%	
Pend	932	921	922	964	981	1,014	1,052	1,028	1,039	1,060	1,070	1,076	12,059	1,005	-6%	
Total	4,738	4,599	4,489	4,485	4,648	4,866	5,005	5,108	5,181	5,151	5,018	4,939	58,227	4,852	-10%	
% of PY	76%	74%	73%	76%	74%	84%	95%	110%	126%	114%	107%	103%	90%	90%		
2022																
NCHD	3,781	3,711	3,738	3,755	3,805	3,869	3,910	3,945	4,042	3,987	3,884	3,785	46,212	3,851	0%	
Pend	1,093	1,061	1,110	1,113	1,144	1,150	1,147	1,183	1,191	1,191	1,181	1,171	13,735	1,145	14%	
Total	4,874	4,772	4,848	4,868	4,949	5,019	5,057	5,128	5,233	5,178	5,065	4,956	59,947	4,996	3%	
% of PY	103%	104%	108%	109%	106%	103%	101%	100%	101%	101%	101%	100%	103%	103%		
2023																
NCHD	3,767	3,186	3,727	3,611	3,614	3,599	3,565	3,548	3,566	3,598	3,613	3,545	42,939	3,578	-7%	
Pend	1,145	1,677	1,148	1,157	1,173	1,161	1,177	1,181	1,183	1,185	1,186	1,166	14,539	1,212	6%	
Total	4,912	4,863	4,875	4,768	4,787	4,760	4,742	4,729	4,749	4,783	4,799	4,711	57,478	4,790	-4%	
% of PY	101%	102%	101%	98%	97%	95%	94%	92%	91%	92%	95%	95%	96%	96%		
2024																
NCHD	3,523	3,573	3,563	3,596	3,605	3,597	3,643						25,100	3,586	0%	
Pend	1,161	1,185	1,175	1,171	1,177	1,157	1,180						8,206	1,172	-3%	
Total	4,684	4,758	4,738	4,767	4,782	4,754	4,823	-	-	-	-	-	33,306	4,758	-1%	
% of PY	95%	98%	97%	100%	100%	100%	102%	0%	0%	0%	0%	0%	58%	99%		



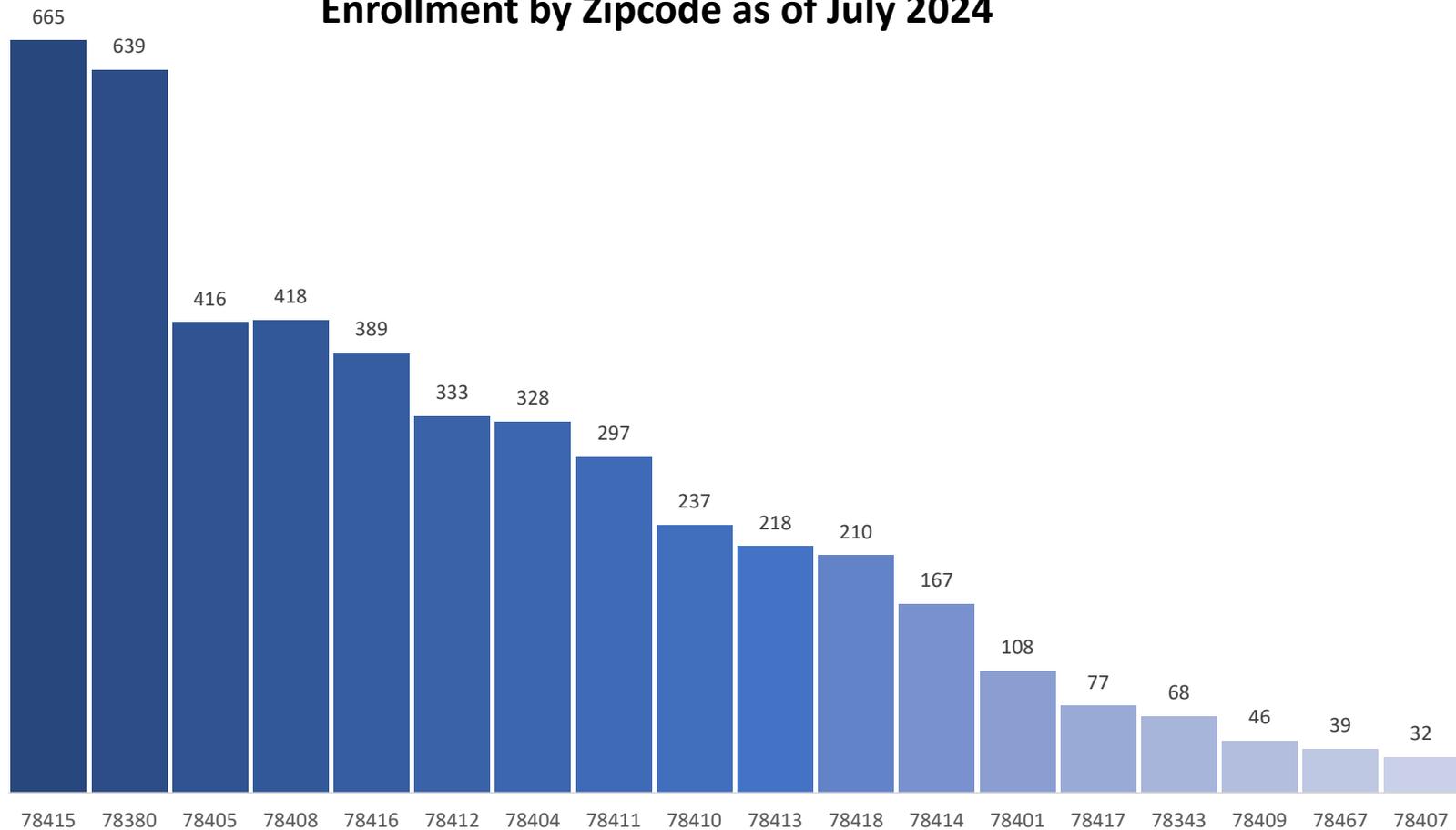
**Annual Comparative Enrollment Report
Calendar Year 2024**

Month	Enrollment		Increase/(Decrease)	
	2024	2023	%	Enrollees
Jan	4,684	4,912	-4.64%	-228
Feb	4,758	4,863	-2.16%	-105
Mar	4,738	4,875	-2.81%	-137
Apr	4,767	4,768	-0.02%	-1
May	4,782	4,787	-0.10%	-5
Jun	4,754	4,760	-0.13%	-6
Jul	4,823	4,742	1.71%	81
Aug				
Sep				
Oct				
Nov				
Dec				



Nueces County Hospital District

Enrollment by Zipcode as of July 2024

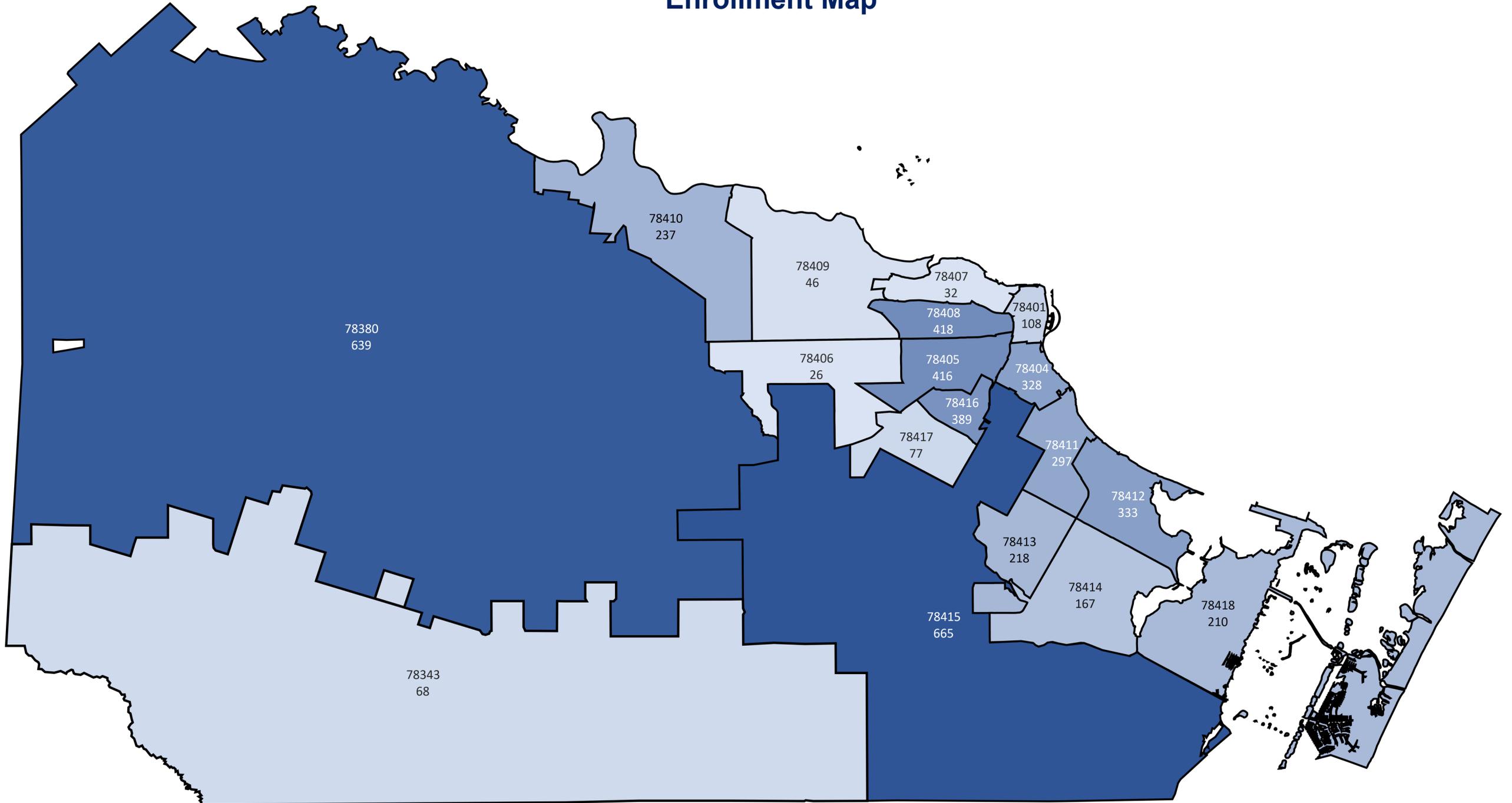


**Nueces County Hospital District
Enrollment by Zip Code
As of 7/31/2024**

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	665	14%
78380	Robstown	639	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	416	9%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	418	9%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	389	8%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	333	7%
78404	CC:Six Points	328	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	297	6%
78410	CC:Annville and Calallen	237	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	218	5%
78418	CC:Flour Bluff	210	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	167	3%
78401	CC:Downtown and Cargo Docks	108	2%
78417	CC:Old Brownsville to Ayers to Saratoga	77	2%
78343	Bishop + FM 665 to CR 107 W to CR 57E	68	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	46	1%
78467	CC: Leopard St Between S. Staples and Sam Rankin	39	1%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	32	1%
	Subtotal	4,687	97%
	Total	4,823	



Nueces County Hospital District Enrollment Map



Nueces County Hospital District
Combined Balance Sheet - All Fund Types & Account Groups
As of 07/31/2024
(In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	62,699,507 *	24,509,854	47,604	0	0	87,256,964
Investments	14,645,158	34,192,815	0	0	0	48,837,973
Accrued Interest	0	278,149	210	0	0	278,359
Taxes Receivable, Net of Allowance	1,552,080	0	0	0	0	1,552,080
Other Receivables	0	0	0	0	0	0
Due from Other Funds	32,787	0	0	0	0	32,787
Prepaid Expenditures	116,701	0	0	0	0	116,701
Restricted Cash & Cash Equivalents - LPPF	19,991,984	0	0	0	0	19,991,984
Fixed Assets	0	0	0	14,174,082	0	14,174,082
Amt to be Provided for Retirement of LT Debt	0	0	0	0	105,708	105,708
Total Assets	99,038,217	58,980,818	47,814	14,174,082	105,708	172,346,640
Liabilities						
Accounts Payable	5,036,599	0	0	0	0	5,036,599
Accrued Payroll & Related Liabilities	287,117	0	0	0	0	287,117
Intergovernmental Transfer Obligations	19,991,984	0	0	0	0	19,991,984
Due to Other Funds	0	16,320	16,467	0	0	32,787
Deferred Revenue	1,596,202	0	0	0	0	1,596,202
Long Term Paid Time Off	0	0	0	0	105,708	105,708
Total Liabilities	26,911,903	16,320	16,467	0	105,708	27,050,398
Fund Equity						
Fund Balance	50,756,490	0	31,347	14,174,082	0	64,961,919
Committed to:						
Intergovernmental Transfers	21,369,825	0	0	0	0	21,369,825
Indigent Care	0	58,962,731	0	0	0	58,962,731
Assigned to County Health Care	0	1,767	0	0	0	1,767
Total Fund Equity	72,126,314	58,964,499	31,347	14,174,082	0	145,296,242
Total Liabilities & Fund Equity	99,038,217	58,980,818	47,814	14,174,082	105,708	172,346,640

* General Fund Cash & Equivalents balance includes \$21,369,825 in committed funds.

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 General Fund
 From 7/1/2024 Through 7/31/2024
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Taxes	11,330	37,715,886
Penalties & Interest - Taxes	32,983	345,629
Spohn Corporate Member Revenue	9,916,018	106,072,408
Investment Income	342,526	3,697,271
Other Income	165	656,555
Total Revenues	10,303,023	148,487,749
Current Expenditures		
Intergovernmental Transfers	630,310	116,415,186
County Healthcare Funding	1,114,981	9,881,678
Salaries	153,876	1,457,220
Benefits	59,689	634,559
Legal & Professional Fees	48,661	668,406
Purchased Services	48,650	984,179
Supplies & Materials	1,745	15,508
Rent & Leases	11,928	118,667
Repairs & Maintenance	15	1,236
Utilities	3,379	34,390
Insurance	2,289	21,533
Administrative & General	7,785	62,403
Capital Outlay	0	3,388
Total Current Expenditures	2,083,308	130,298,353
Excess of Revenues Over Expenditures Before Sources/Uses	8,219,714	18,189,396
Other Financing Sources & Uses		
Operating Transfers In	0	(722,000)
Total Other Financing Sources & Uses	0	(722,000)
Excess of Revenues Over Expenditures After Sources & Uses	8,219,714	18,911,396
Fund Balance, Beginning of Year		53,214,918
FUND BALANCE, END OF YEAR		72,126,314

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Special Revenue Fund
From 7/1/2024 Through 7/31/2024
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	208,017	1,875,068
Tobacco Settlement Proceeds	0	717,243
Total Revenues	208,017	2,592,311
Current Expenditures		
Legal & Professional Fees	2,653	13,018
Total Current Expenditures	2,653	13,018
Excess of Revenues Over Expenditures Before Sources/Uses	205,364	2,579,293
Other Financing Sources & Uses		
Operating Transfers Out	0	722,000
Total Other Financing Sources & Uses	0	722,000
Excess of Revenues Over Expenditures After Sources & Uses	205,364	1,857,293
Fund Balance, Beginning of Year		57,107,206
FUND BALANCE, END OF YEAR		58,964,499

UNAUDITED

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 7/1/2024 Through 7/31/2024
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	<u>210</u>	<u>2,075</u>
Total Revenues	<u>210</u>	<u>2,075</u>
Current Expenditures		
Benefits	<u>1,123</u>	<u>13,731</u>
Administrative & General	<u>20</u>	<u>1,415</u>
Total Current Expenditures	<u>1,143</u>	<u>15,146</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(932)</u>	<u>(13,071)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(932)</u>	<u>(13,071)</u>
Fund Balance, Beginning of Year		44,418
FUND BALANCE, END OF YEAR		<u><u>31,347</u></u>

Nueces County Hospital District
 Statement of Revenues and Expenditures - Actual v. Budget
 General Fund
 From 7/1/2024 Through 7/31/2024
 (In Whole Numbers)

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	11,330	0	11,330	37,715,886	37,202,546	513,340
Penalties & Interest - Taxes	32,983	41,993	(9,010)	345,629	289,643	55,986
Spohn Corporate Member Revenue	9,916,018	9,562,500	353,518	106,072,408	95,625,000	10,447,408
Investment Income	342,526	71,062	271,464	3,697,271	763,629	2,933,642
Other Income	165	0	165	656,555	150,000	506,555
Total Revenues	10,303,023	9,675,555	627,468	148,487,749	134,030,818	14,456,931
Current Expenditures						
Intergovernmental Transfers	630,310	630,310	0	116,415,186	95,950,612	(20,464,574)
County Healthcare Funding	1,114,981	1,031,648	(83,333)	9,881,678	10,551,494	669,816
Salaries	153,876	146,925	(6,951)	1,457,220	1,560,366	103,146
Benefits	59,689	64,548	4,859	634,559	675,210	40,651
Legal & Professional Fees	48,661	97,416	48,755	668,406	974,168	305,762
Purchased Services	48,650	91,555	42,905	984,179	1,201,572	217,393
Supplies & Materials	1,745	1,916	171	15,508	19,172	3,664
Rent & Leases	11,928	12,667	739	118,667	126,674	8,007
Repairs & Maintenance	15	834	819	1,236	8,340	7,104
Utilities	3,379	4,833	1,454	34,390	48,338	13,948
Insurance	2,289	2,824	535	21,533	28,252	6,719
Administrative & General	7,785	38,226	30,441	62,403	382,276	319,873
Capital Outlay	0	0	0	3,388	10,224,000	10,220,612
Extraordinary	0	417	417	0	4,170	4,170
Total Current Expenditures	2,083,308	2,124,119	40,811	130,298,353	121,754,644	(8,543,709)
Excess of Revenues Over Expenditures Before Sources/Uses	8,219,714	7,551,436	668,278	18,189,396	12,276,174	5,913,222
Other Financing Sources & Uses						
Operating Transfers In	0	0	0	(722,000)	(650,000)	72,000
Total Other Financing Sources & Uses	0	0	0	(722,000)	(650,000)	72,000
Excess of Revenues Over Expenditures After Sources & Uses	8,219,714	7,551,436	668,278	18,911,396	12,926,174	5,985,222
Fund Balance, Beginning of Year				53,214,918	0	53,214,918
FUND BALANCE, END OF YEAR				72,126,314	12,926,174	59,200,140

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 7/1/2024 Through 7/31/2024
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	8	0	8	4,380	0	4,380
Tobacco Settlement Proceeds	0	0	0	717,243	650,000	67,243
Total Revenues	8	0	8	721,623	650,000	71,623
Excess of Revenues Over Expenditures Before Sources/Uses	8	0	8	721,623	650,000	71,623
Other Financing Sources & Uses						
Operating Transfers Out	0	0	0	722,000	650,000	(72,000)
Total Other Financing Sources & Uses	0	0	0	722,000	650,000	(72,000)
Excess of Revenues Over Expenditures After Sources & Uses	8	0	8	(377)	0	(377)
Fund Balance, Beginning of Year				2,144	0	2,144
FUND BALANCE, END OF YEAR				1,767	0	1,767

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Indigent Care Fund
From 7/1/2024 Through 7/31/2024
(In Whole Numbers)

UNAUDITED

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Investment Income	208,009	73,219	134,790	1,870,688	728,088	1,142,600
Total Revenues	<u>208,009</u>	<u>73,219</u>	<u>134,790</u>	<u>1,870,688</u>	<u>728,088</u>	<u>1,142,600</u>
Current Expenditures						
Legal & Professional Fees	2,653	0	(2,653)	13,018	0	(13,018)
Total Current Expenditures	<u>2,653</u>	<u>0</u>	<u>(2,653)</u>	<u>13,018</u>	<u>0</u>	<u>(13,018)</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>205,356</u>	<u>73,219</u>	<u>132,137</u>	<u>1,857,670</u>	<u>728,088</u>	<u>1,129,582</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>205,356</u>	<u>73,219</u>	<u>132,137</u>	<u>1,857,670</u>	<u>728,088</u>	<u>1,129,582</u>
Fund Balance, Beginning of Year				57,105,061	0	57,105,061
FUND BALANCE, END OF YEAR				<u>58,962,731</u>	<u>728,088</u>	<u>58,234,643</u>

NUECES CNTY HOSPITAL DISTRICT

Quarterly Investment Report

AS OF JUNE 30, 2024



M E E D E R

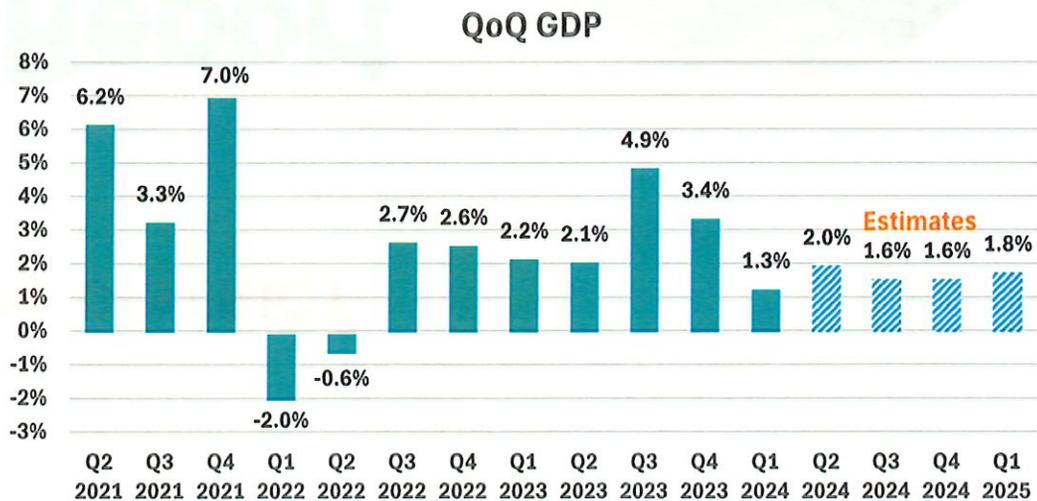
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- U.S. economic growth should slow in the second half of 2024, but not be negative
- The unemployment rate pushed above 4% in May from the cycle low of 3.4%
- Fed Funds futures are pointing to two .25% cuts this year and four next year
- Intermediate-term rates have increased this year, but are lower than last year's peak

Expected Downshift in Economic Growth

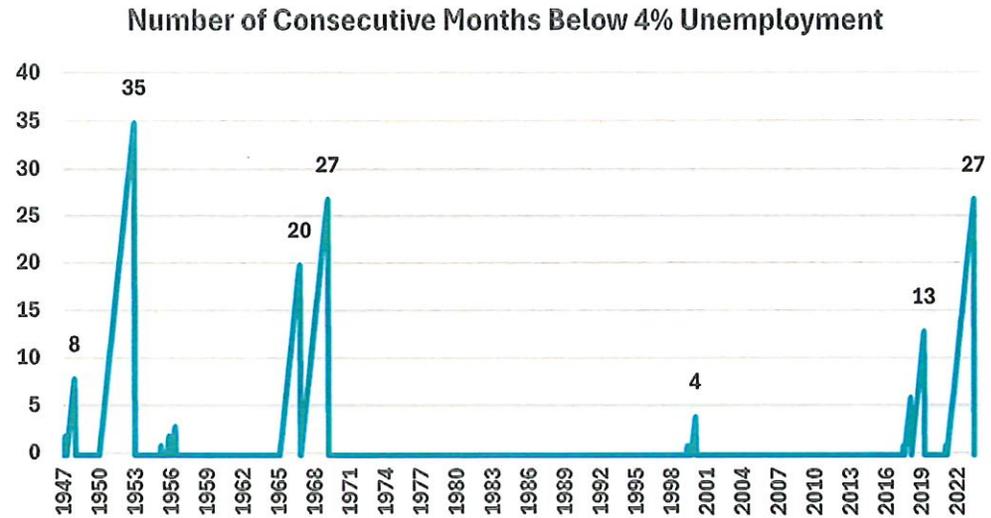
- Economists surveyed by Bloomberg are expecting growth to slow in the coming quarters.
- Higher inflation and interest rates have put a crimp in consumer spending.



SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS,

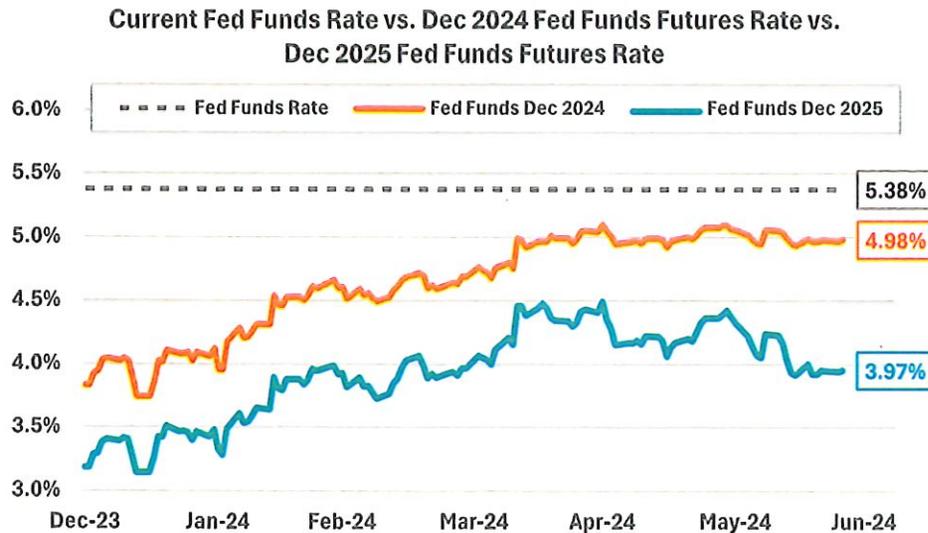
The Unemployment Rate Climbed Above 4%

- The U.S. just finished its second longest streak of having the unemployment rate below 4%.
- The Federal Reserve and most economists expect the unemployment rate to push higher with job growth slowing later this year.



SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

The Fed vs. The Market

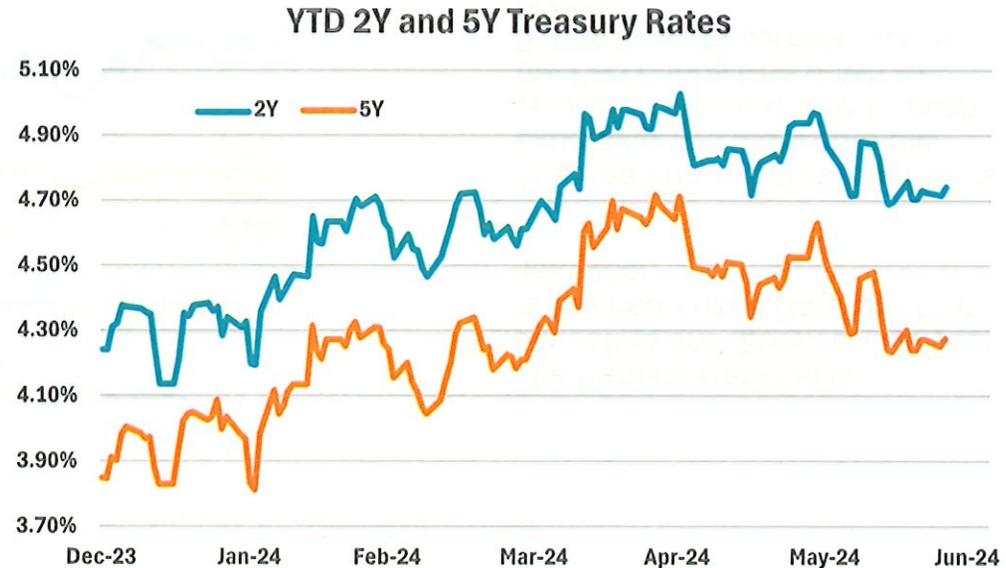


- The Federal Reserve is expecting one .25% cut this year to the Fed Funds Rate and four next year.
- The Fed Funds futures market is expecting two .25% cuts this year and four next year to push the Fed Funds rate down to 3.97% from its current rate of 5.38%

SOURCE: BLOOMBERG

Intermediate-Term Rates Higher In 2024

- Both the 2-year and 5-year U.S. Treasury rates had their cycle peaks last October at 5.22% and 4.96%, respectively.
- Intermediate-term U.S. Treasury rates have climbed higher this year as market participants realized inflation remains sticky and Fed will cut the Fed Funds rate fewer times than was anticipated at the start of 2024.



SOURCE: BLOOMBERG

Takeaways

- With intermediate-term interest rates near their highest levels since 2007, locking in those yields will most likely prove prudent.
- It will be interesting to observe Federal Reserve policy later this year as inflation probably remains above their target, with unemployment increasing.

Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending June 30, 2024. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.



Jonny Hipp, Administrator & CEO



Belinda Espinoza, Assistant Administrator



Donna Littlefield, Director of Accounting/Finance



Contents

Portfolio Statistics	7
Quarterly Portfolio Summary	8
Quarterly Portfolio Summary By Fund	9
Portfolio Overview	10
Summary by Type	11
Position Statement	12
Cash Reconciliation Report	16
Transaction Statement	17
Amortization Schedule	18
Accrued Interest Schedule	20
Earnings by Fund	22
Projected Cashflows	24
Change in Value	27

Portfolio Statistics

4.86

Average Yield

0.32

Weighted Average Maturity (Years)

0.22

Portfolio Effective Duration (Years)

0.28

Weighted Average Life (Years)

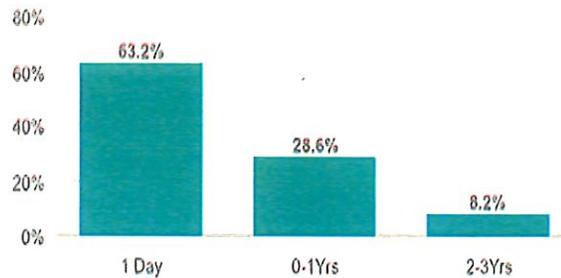
AA+

Average Credit Rating

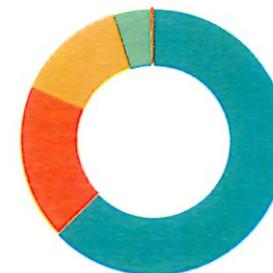
Portfolio Position

Par Value	\$151,678,788
Principal Cost	\$150,718,219
Book Value	\$151,129,130
Market Value	\$150,847,173
Unrealized Gain/Loss	(\$281,958)
Accrued Interest	\$277,171

Maturity Distribution



Sector Allocation



● LGIP	62.71%
● U.S. Agencies	18.78%
● Commercial Paper	13.60%
● Municipal Bonds	4.41%
● Bank Deposits	0.46%
● Money Market Funds	0.03%

Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of March 31, 2024

BEGINNING BOOK VALUE	\$175,436,770.32
BEGINNING MARKET VALUE	\$175,003,575.16
UNREALIZED GAIN/(LOSS)	(\$433,195.16)
WEIGHTED AVERAGE MATURITY (YEARS)	0.31
WEIGHTED AVERAGE YIELD	4.91

Portfolio as of June 30, 2024

ENDING BOOK VALUE	\$151,129,130.34
ENDING MARKET VALUE	\$150,847,172.63
INVESTMENT INCOME FOR THE PERIOD	\$2,407,044.60
UNREALIZED GAIN/(LOSS)	(\$281,957.71)
CHANGE IN UNREALIZED GAIN/(LOSS)	\$151,237.45
WEIGHTED AVERAGE MATURITY (YEARS)	0.32
WEIGHTED AVERAGE YIELD	4.86

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	03/31/2024	06/30/2024	CHANGE	INTEREST EARNED
GENERAL	95,438,511.84	70,491,018.23	-24,947,493.61	1,324,642.51
INDIGENT CARE	58,470,539.52	59,242,866.11	772,326.59	605,165.58
RESTRICTED CASH	21,044,254.83	21,064,108.27	19,853.44	472,511.98
TOBACCO SETTLEMENT	2,202.70	1,759.30	-443.40	4,313.75
TRUST-EMPLOYEE HEALTH BENEFITS	48,066.27	47,420.72	-645.55	410.79
TOTAL	175,003,575.16	150,847,172.63	-24,156,402.53	2,407,044.60

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	697,943.56	697,943.56	697,943.56	0.46%	1	4.44
LGIP	94,598,423.91	94,598,423.91	94,598,423.91	62.71%	1	5.33
Money Market Funds	47,420.72	47,420.72	47,420.72	0.03%	1	5.21
Commercial Paper	21,000,000.00	20,522,418.00	20,536,355.83	13.60%	152	5.46
U.S. Agencies	28,585,000.00	28,328,941.30	28,584,317.54	18.78%	325	2.83
Municipal Bonds	6,750,000.00	6,652,025.14	6,664,668.78	4.41%	781	4.99
TOTAL	151,678,788.19	150,847,172.63	151,129,130.34	100.00%	117	4.86
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		13,820.83	13,820.83			
TOTAL CASH AND INVESTMENTS	151,678,788.19	150,860,993.46	151,142,951.17		117	4.86
TOTAL EARNINGS						
	CURRENT QUARTER					
	2,407,044.60					

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GENERAL						
Bank Deposits	2	691,054.28	691,054.28	0.46	4.44	1
LGIP	2	52,221,685.95	52,221,685.95	34.56	5.31	1
Commercial Paper	6	18,000,000.00	17,587,093.33	11.63	5.52	157
TOTAL	10	70,912,740.23	70,499,833.56	46.73	5.35	40
INDIGENT CARE						
LGIP	3	21,317,759.67	21,317,759.67	14.11	5.37	1
Commercial Paper	1	3,000,000.00	2,949,262.50	1.95	5.11	124
U.S. Agencies	11	28,585,000.00	28,584,317.54	18.84	2.84	326
Municipal Bonds	3	6,750,000.00	6,664,668.78	4.49	5.00	781
TOTAL	18	59,652,759.67	59,516,008.49	39.27	4.10	251
RESTRICTED CASH						
Bank Deposits	1	6,889.28	6,889.28	0.00	4.44	1
LGIP	1	21,057,218.99	21,057,218.99	13.93	5.31	1
TOTAL	2	21,064,108.27	21,064,108.27	13.96	5.31	1
TOBACCO SETTLEMENT						
LGIP	1	1,759.30	1,759.30	0.00	5.31	1
TOTAL	1	1,759.30	1,759.30	0.00	5.31	1
TRUST-EMPLOYEE HEALTH BENEFITS						
Money Market Funds	1	47,420.72	47,420.72	0.03	5.21	1
TOTAL	1	47,420.72	47,420.72	0.03	5.21	1
GRAND TOTAL	32	151,678,788.19	151,129,130.34	100.00	4.86	118

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GENERAL												
BANK DEPOSITS												
664027221	Frost Bank Public Fund Checking Account	06/30/2024 06/30/2024	5,886.51	5,886.51 0.00	5,886.51	4.44		1	1.00 5,886.51	0.00 5,886.51	0.00	NA
664053079	Frost Bank Public Fund Checking Account	06/30/2024 06/30/2024	685,167.77	685,167.77 0.00	685,167.77	4.44		1	1.00 685,167.77	0.00 685,167.77	0.45	NA
BANK DEPOSITS TOTAL			691,054.28	691,054.28 0.00	691,054.28	4.44		1	1.00 691,054.28	0.00 691,054.28	0.46	NA
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	40,214,934.25	40,214,934.25 0.00	40,214,934.25	5.31		1	1.00 40,214,934.25	0.00 40,214,934.25	26.66	AAA
TXPOOL	TEXPOOL	06/30/2024 06/30/2024	12,006,751.70	12,006,751.70 0.00	12,006,751.70	5.31		1	1.00 12,006,751.70	0.00 12,006,751.70	7.96	
LGIP TOTAL			52,221,685.95	52,221,685.95 0.00	52,221,685.95	5.31		1	1.00 52,221,685.95	0.00 52,221,685.95	34.62	AAA
COMMERCIAL PAPER												
78009AGV0	Royal Bank of Canada 0.0 07/29/2024	11/06/2023 11/06/2023	3,000,000.00	2,876,531.67 0.00	2,876,531.67	5.77	07/29/2024	29	99.54 2,986,203.00	(800.33) 2,987,003.33	1.98	P-1 A-+
55609EHG6	MACQUARIE INTRL 08/16/24	12/14/2023 12/14/2023	3,000,000.00	2,888,275.00 0.00	2,888,275.00	5.63	08/16/2024	47	99.26 2,977,887.00	(1,221.33) 2,979,108.33	1.97	P-1 A-1
45685QLT4	ING US FUNDING 11/27/24	03/27/2024 03/27/2024	3,000,000.00	2,893,016.67 0.00	2,893,016.67	5.41	11/27/2024	150	97.75 2,932,359.00	(2,577.67) 2,934,936.67	1.94	P-1 A-1
06741FMG9	BARCLAYS BNK PLC 12/16/24	04/12/2024 04/12/2024	3,000,000.00	2,890,260.00 0.00	2,890,260.00	5.48	12/16/2024	169	97.45 2,923,482.00	(2,178.00) 2,925,660.00	1.94	P-1 A-1
62479LQ73	MUFG BANK NY 03/07/25	06/13/2024 06/13/2024	3,000,000.00	2,883,855.00 0.00	2,883,855.00	5.40	03/07/2025	250	96.35 2,890,647.00	(1,038.00) 2,891,685.00	1.92	P-1 A-1
63307LRW3	NATL BK CANADA 04/30/25	05/03/2024 05/06/2024	3,000,000.00	2,844,433.33 0.00	2,844,433.33	5.41	04/30/2025	304	95.59 2,867,700.00	(1,000.00) 2,868,700.00	1.90	P-1 A-1
COMMERCIAL PAPER TOTAL			18,000,000.00	17,276,371.67 0.00	17,276,371.67	5.52		157	97.68 17,578,278.00	(8,815.33) 17,587,093.33	11.65	A+
GENERAL TOTAL			70,912,740.23	70,189,111.90 0.00	70,189,111.90	5.35		40	70,491,018.23	(8,815.33) 70,499,833.56	46.73	AA

INDIGENT CARE

LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	4,636,880.56	4,636,880.56 0.00	4,636,880.56	5.31		1	1.00 4,636,880.56	0.00 4,636,880.56	3.07	AAA
LOGIC	LOGIC	06/30/2024 06/30/2024	12,949,825.27	12,949,825.27 0.00	12,949,825.27	5.41		1	1.00 12,949,825.27	0.00 12,949,825.27	8.58	AAA

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
TEXSTAR	TexSTAR	06/30/2024 06/30/2024	3,731,053.84	3,731,053.84 0.00	3,731,053.84	5.31		1	1.00 3,731,053.84	0.00 3,731,053.84	2.47	AAA
LGIP TOTAL			21,317,759.67	21,317,759.67 0.00	21,317,759.67	5.37		1	1.00 21,317,759.67	0.00 21,317,759.67	14.13	AAA
COMMERCIAL PAPER												
05253AL16	ANZ BANK 11/01/24	02/01/2024 02/01/2024	3,000,000.00	2,886,975.00 0.00	2,886,975.00	5.11	11/01/2024	124	98.14 2,944,140.00	(5,122.50) 2,949,262.50	1.95	P-1
COMMERCIAL PAPER TOTAL			3,000,000.00	2,886,975.00 0.00	2,886,975.00	5.11		124	98.14 2,944,140.00	(5,122.50) 2,949,262.50	1.95	A-1+
U.S. AGENCIES												
3130AN5A4	FEDERAL HOME LOAN BANKS 0.5 07/26/2024	06/30/2021 07/26/2021	3,000,000.00	3,000,000.00 0.00	3,000,000.00	0.50	07/26/2024	26	99.66 2,989,860.00	(10,140.00) 3,000,000.00	1.98	Aaa AA+
3130ANMN7	FHLBANKS 0.520 08/26/24 '24	08/13/2021 08/26/2021	4,000,000.00	4,000,000.00 0.00	4,000,000.00	0.52	08/26/2024	57	99.21 3,968,240.00	(31,760.00) 4,000,000.00	2.63	Aaa AA+
3130APK79	FHLBANKS 0.700 10/28/24 '24	10/14/2021 10/28/2021	3,000,000.00	3,000,000.00 0.00	3,000,000.00	0.70	10/28/2024	120	98.41 2,952,180.00	(4,820.00) 3,000,000.00	1.96	Aaa AA+
3130APNE1	FHLBANKS 0.900 11/18/24 '24	10/22/2021 11/18/2021	2,000,000.00	2,000,000.00 0.00	2,000,000.00	0.90	11/18/2024	141	98.17 1,963,300.00	(36,700.00) 2,000,000.00	1.30	Aaa AA+
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	08/05/2022 08/30/2022	3,000,000.00	3,000,000.00 0.00	3,000,000.00	4.00	11/25/2024	148	99.36 2,980,890.00	(19,110.00) 3,000,000.00	1.98	Aaa AA+
3130AQSK0	FHLBANKS 1.600 02/25/25 '24	01/28/2022 02/25/2022	2,000,000.00	2,000,000.00 0.00	2,000,000.00	1.60	02/25/2025	240	97.50 1,949,960.00	(50,040.00) 2,000,000.00	1.29	Aaa AA+
3134GYQP0	FREDDIE MAC 5.375 05/01/25 MTN CAL	04/25/2023 05/01/2023	3,500,000.00	3,500,000.00 0.00	3,500,000.00	5.38	05/01/2025	305	99.80 3,493,070.00	(6,930.00) 3,500,000.00	2.32	Aaa AA+
3130ARVVO	FHLBANKS 3.500 05/19/25 '24	04/25/2022 05/19/2022	2,000,000.00	2,000,000.00 0.00	2,000,000.00	3.50	05/19/2025	323	98.37 1,967,360.00	(32,640.00) 2,000,000.00	1.30	Aaa AA+
3130AY3Y0	FHLBANKS 5.250 12/11/26 '24	12/13/2023 12/13/2023	1,200,000.00	1,200,000.00 0.00	1,200,000.00	5.25	12/11/2026	894	99.63 1,195,548.00	(4,452.00) 1,200,000.00	0.79	Aaa AA+
3130AY2P0	FHLBANKS 5.220 12/11/26 '24	12/12/2023 12/12/2023	1,885,000.00	1,885,000.00 0.00	1,885,000.00	5.22	12/11/2026	894	99.66 1,878,553.30	(6,446.70) 1,885,000.00	1.25	Aaa AA+
3135GAPE5	FANNIE MAE 5.350 02/26/27 '24	03/27/2024 03/27/2024	3,000,000.00	2,999,250.00 13,820.83	3,013,070.83	5.36	02/26/2027	971	99.67 2,989,980.00	(9,337.54) 2,999,317.54	1.98	Aaa AA+
U.S. AGENCIES TOTAL			28,585,000.00	28,584,250.00 13,820.83	28,598,070.83	2.83		325	99.11 28,328,941.30	(255,376.24) 28,584,317.54	18.78	AA+
MUNICIPAL BONDS												
15046PBJ6	CEDAR PARK TEX CMNTY DEV CO 0.860 08/15/24	10/13/2021 11/04/2021	310,000.00	310,000.00 0.00	310,000.00	0.86	08/15/2024	46	99.40 308,130.08	(1,869.92) 310,000.00	0.20	NA AA
592041WJ2	MET GOVT NASHVILLE & DAVIDS 4.053 07/01/26 '26	08/11/2023 08/11/2023	4,075,000.00	3,951,975.75 0.00	3,951,975.75	5.19	07/01/2026	731	97.64 3,978,866.68	(10,916.00) 3,989,782.67	2.64	WR A
016249FQ2	ALIEF TEX INDPT SCH DIST 5.200 02/15/27 '24	11/08/2023 11/08/2023	2,365,000.00	2,364,858.10 0.00	2,364,858.10	5.20	02/15/2027	960	100.00 2,365,028.38	142.27 2,364,886.11	1.57	Aaa AAA
MUNICIPAL BONDS TOTAL			6,750,000.00	6,626,833.84 0.00	6,626,833.84	4.99		781	98.56 6,652,025.14	(12,643.64) 6,664,668.78	4.41	A+ 62

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
INDIGENT CARE												
TOTAL			59,652,759.67	59,415,818.51 13,820.83	59,429,639.34	4.10		249	59,242,866.11	(273,142.38) 59,516,008.49	39.27	AA+

RESTRICTED CASH												
BANK DEPOSITS												
664043316	Frost Bank Public Fund Checking Account	06/30/2024 06/30/2024	6,889.28	6,889.28 0.00	6,889.28	4.44		1	1.00 6,889.28	0.00 6,889.28	0.00	NA
BANK DEPOSITS TOTAL			6,889.28	6,889.28 0.00	6,889.28	4.44		1	1.00 6,889.28	0.00 6,889.28	0.00	NA
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	21,057,218.99	21,057,218.99 0.00	21,057,218.99	5.31		1	1.00 21,057,218.99	0.00 21,057,218.99	13.96	AAA
LGIP TOTAL			21,057,218.99	21,057,218.99 0.00	21,057,218.99	5.31		1	1.00 21,057,218.99	0.00 21,057,218.99	13.96	AAA
RESTRICTED CASH TOTAL			21,064,108.27	21,064,108.27 0.00	21,064,108.27	5.31		1	1.00 21,064,108.27	0.00 21,064,108.27	13.96	AAA

TOBACCO SETTLEMENT												
LGIP												
TEXPOOL	TexPool	06/30/2024 06/30/2024	1,759.30	1,759.30 0.00	1,759.30	5.31		1	1.00 1,759.30	0.00 1,759.30	0.00	AAA
LGIP TOTAL			1,759.30	1,759.30 0.00	1,759.30	5.31		1	1.00 1,759.30	0.00 1,759.30	0.00	AAA
TOBACCO SETTLEMENT TOTAL			1,759.30	1,759.30 0.00	1,759.30	5.31		1	1.00 1,759.30	0.00 1,759.30	0.00	AAA

TRUST-EMPLOYEE HEALTH BENEFITS												
MONEY MARKET FUNDS												
825252406	INVESCO TREASURY;INST	06/30/2024 06/30/2024	47,420.72	47,420.72 0.00	47,420.72	5.21		1	1.00 47,420.72	0.00 47,420.72	0.03	Aaa AAA
MONEY MARKET FUNDS TOTAL			47,420.72	47,420.72 0.00	47,420.72	5.21		1	1.00 47,420.72	0.00 47,420.72	0.03	AAA
TRUST-EMPLOYEE HEALTH BENEFITS TOTAL			47,420.72	47,420.72 0.00	47,420.72	5.21		1	1.00 47,420.72	0.00 47,420.72	0.03	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GRAND TOTAL			151,678,788.19	150,718,218.70 13,820.83	150,732,039.53	4.86		117	150,847,172.63	(281,957.71) 151,129,130.34	100.00	AA+

Cash Reconciliation Report

GENERAL						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
04/12/2024	06741FMG9	BARCLAYS BNK PLC 12/16/24	3,000,000.00	12/16/2024	2,890,260.00	-2,890,260.00
05/06/2024	63307LRW3	NATL BK CANADA 04/30/25	3,000,000.00	04/30/2025	2,844,433.33	-2,844,433.33
BUY TOTAL			6,000,000.00		5,734,693.33	-5,734,693.33
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
04/01/2024	78015CD17	Royal Bank of Canada New York Branch 0.0 04/01/2024	-3,000,000.00	04/01/2024	-3,000,000.00	3,000,000.00
04/26/2024	55607KDS2	Macquarie Bank Limited 0.0 04/26/2024	-3,000,000.00	04/26/2024	-3,000,000.00	3,000,000.00
06/10/2024	62479LFA8	MUFG Bank, Ltd. - New York Branch 0.0 06/10/2024	-3,000,000.00	06/10/2024	-3,000,000.00	3,000,000.00
MATURITY TOTAL			-9,000,000.00		-9,000,000.00	9,000,000.00
INDIGENT CARE						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
04/29/2024	3130APK79	FHLBANKS 0.700 10/28/24 '24	0.00	10/28/2024	0.00	10,500.00
05/01/2024	3134GYQP0	FREDDIE MAC 5.375 05/01/25 MTN CAL	0.00	05/01/2025	0.00	94,062.50
05/20/2024	3130ARVV0	FHLBANKS 3.500 05/19/25 '24	0.00	05/19/2025	0.00	35,000.00
05/20/2024	3130APNE1	FHLBANKS 0.900 11/18/24 '24	0.00	11/18/2024	0.00	9,000.00
05/28/2024	3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	0.00	11/25/2024	0.00	60,000.00
06/11/2024	3130AY2P0	FHLBANKS 5.220 12/11/26 '24	0.00	12/11/2026	0.00	48,925.18
06/11/2024	3130AY3Y0	FHLBANKS 5.250 12/11/26 '24	0.00	12/11/2026	0.00	31,150.00
COUPON TOTAL			0.00		0.00	288,637.68
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
05/13/2024	62479LED3	MUFG Bank, Ltd., New York Branch 0.0 05/13/2024	-4,000,000.00	05/13/2024	-4,000,000.00	4,000,000.00
MATURITY TOTAL			-4,000,000.00		-4,000,000.00	4,000,000.00

Transaction Statement

GENERAL									
	TRADEDATE	SETTLEDATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	04/12/2024	04/12/2024	06741FMG9	BARCLAYS BNK PLC 12/16/24	3,000,000.00	2,890,260.00	0.00	(2,890,260.00)	5.48
	05/03/2024	05/06/2024	63307LRW3	NATL BK CANADA 04/30/25	3,000,000.00	2,844,433.33	0.00	(2,844,433.33)	5.41
	06/13/2024	06/13/2024	62479LQ73	MUFG BANK NY 03/07/25	3,000,000.00	2,883,855.00	0.00	0.00	5.40
BUY TOTAL					9,000,000.00	8,618,548.33	0.00	(5,734,693.33)	5.43

	TRADEDATE	SETTLEDATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	04/01/2024	04/01/2024	78015CD17	Royal Bank of Canada New York Branch 0.0 04/01/2024	(3,000,000.00)	3,000,000.00	3,000,000.00	0.00
	04/26/2024	04/26/2024	55607KDS2	Macquarie Bank Limited 0.0 04/26/2024	(3,000,000.00)	3,000,000.00	3,000,000.00	0.00
	06/10/2024	06/10/2024	62479LFA8	MUFG Bank, Ltd. - New York Branch 0.0 06/10/2024	(3,000,000.00)	3,000,000.00	3,000,000.00	0.00
MATURITY TOTAL					(9,000,000.00)	9,000,000.00	9,000,000.00	0.00

INDIGENT CARE								
	TRADEDATE	SETTLEDATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	05/13/2024	05/13/2024	62479LED3	MUFG Bank, Ltd., New York Branch 0.0 05/13/2024	(4,000,000.00)	4,000,000.00	4,000,000.00	0.00
MATURITY TOTAL					(4,000,000.00)	4,000,000.00	4,000,000.00	0.00

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
GENERAL									
06741FMG9	BARCLAYS BNK PLC 12/16/24	3,000,000.00	2,890,260.00	(109,740.00)	0.00	35,400.00	2,925,660.00	35,400.00	(74,340.00)
45685QLT4	ING US FUNDING 11/27/24	3,000,000.00	2,893,016.67	(106,983.33)	2,895,200.00	39,736.67	2,934,936.67	41,920.00	(65,063.33)
55609EHG6	MACQUARIE INTRNL 08/16/24	3,000,000.00	2,888,275.00	(111,725.00)	2,937,779.17	41,329.17	2,979,108.33	90,833.33	(20,891.67)
62479LQ73	MUFG BANK NY 03/07/25	3,000,000.00	2,883,855.00	(116,145.00)	0.00	7,830.00	2,891,685.00	7,830.00	(108,315.00)
62479LFA8	MUFG Bank, Ltd. - New York Branch 0.0 06/10/2024	3,000,000.00	2,916,904.17	(83,095.83)	2,968,558.33	31,441.67	0.00	83,095.83	0.00
55607KDS2	Macquarie Bank Limited 0.0 04/26/2024	3,000,000.00	2,907,105.00	(92,895.00)	2,988,270.83	11,729.17	0.00	92,895.00	0.00
63307LRW3	NATL BK CANADA 04/30/25	3,000,000.00	2,844,433.33	(155,566.67)	0.00	24,266.67	2,868,700.00	24,266.67	(131,300.00)
78009AGV0	Royal Bank of Canada 0.0 07/29/2024	3,000,000.00	2,876,531.67	(123,468.33)	2,944,764.17	42,239.17	2,987,003.33	110,471.66	(12,996.67)
78015CD17	Royal Bank of Canada New York Branch 0.0 04/01/2024	3,000,000.00	2,878,388.33	(121,611.67)	3,000,000.00	0.00	0.00	121,611.67	0.00
TOTAL		27,000,000.00	25,978,769.17	(1,021,230.83)	17,734,572.51	233,972.50	17,587,093.33	608,324.16	(412,906.67)
INDIGENT CARE									
016249FQ2	ALIEF TEX INDPT SCH DIST 5.200 02/15/27 '24	2,365,000.00	2,364,858.10	(141.90)	2,364,875.30	10.81	2,364,886.11	28.01	(113.89)
05253AL16	ANZ BANK 11/01/24	3,000,000.00	2,886,975.00	(113,025.00)	2,911,725.00	37,537.50	2,949,262.50	62,287.50	(50,737.50)
15046PBj6	CEDAR PARK TEX CMNTY DEV CO 0.860 08/15/24	310,000.00	310,000.00	0.00	310,000.00	0.00	310,000.00	0.00	0.00
3135GAPe5	FANNIE MAE 5.350 02/26/27 '24	3,000,000.00	2,999,250.00	(750.00)	2,999,253.51	64.02	2,999,317.54	67.54	(682.46)
3130AN5A4	FEDERAL HOME LOAN BANKS 0.5 07/26/2024	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.00
3130ANMN7	FHLBANKS 0.520 08/26/24 '24	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00
3130APK79	FHLBANKS 0.700 10/28/24 '24	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.00
3130APNE1	FHLBANKS 0.900 11/18/24 '24	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130AQSK0	FHLBANKS 1.600 02/25/25 '24	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130ARVV0	FHLBANKS 3.500 05/19/25 '24	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00
3130AY2P0	FHLBANKS 5.220 12/11/26 '24	1,885,000.00	1,885,000.00	0.00	1,885,000.00	0.00	1,885,000.00	0.00	0.00
3130AY3Y0	FHLBANKS 5.250 12/11/26 '24	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	0.00
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00	0.00
3134GYQP0	FREDDIE MAC 5.375 05/01/25 MTN CAL	3,500,000.00	3,500,000.00	0.00	3,500,000.00	0.00	3,500,000.00	0.00	0.00
592041WJ2	MET GOVT NASHVILLE & DAVIDS 4.053 07/01/26 '26	4,075,000.00	3,951,975.75	(123,024.25)	3,979,159.69	10,622.98	3,989,782.67	37,806.93	(85,217.33)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
62479LED3	MUFG Bank, Ltd., New York Branch 0.0 05/13/2024	4,000,000.00	3,833,220.00	(166,780.00)	3,973,960.00	26,040.00	0.00	166,780.00	0.00
TOTAL		42,335,000.00	41,931,278.84	(403,721.16)	42,123,973.50	74,275.31	38,198,248.82	266,969.98	(136,751.18)
GRAND TOTAL		69,335,000.00	67,910,048.01	(1,424,951.99)	59,858,546.01	308,247.81	55,785,342.15	875,294.14	(549,657.85)

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
GENERAL									
0674IFMG9	BARCLAYS BNK PLC 12/16/24	2024-04-12	3,000,000.00	2,890,260.00	0.00	0.00	0.00	0.00	0.00
664027221	Frost Bank Public Fund Checking Account	2024-06-30	5,886.51	5,886.51	0.00	0.00	152.02	152.02	0.00
664053079	Frost Bank Public Fund Checking Account	2024-06-30	685,167.77	685,167.77	0.00	0.00	6,000.19	6,000.19	0.00
45685QLT4	ING US FUNDING 11/27/24	2024-03-27	3,000,000.00	2,893,016.67	0.00	0.00	0.00	0.00	0.00
55609EHG6	MACQUARIE INTRNL 08/16/24	2023-12-14	3,000,000.00	2,888,275.00	0.00	0.00	0.00	0.00	0.00
62479LQ73	MUFG BANK NY 03/07/25	2024-06-13	3,000,000.00	2,883,855.00	0.00	0.00	0.00	0.00	0.00
63307LRW3	NATL BK CANADA 04/30/25	2024-05-06	3,000,000.00	2,844,433.33	0.00	0.00	0.00	0.00	0.00
78009AGV0	Royal Bank of Canada 0.0 07/29/2024	2023-11-06	3,000,000.00	2,876,531.67	0.00	0.00	0.00	0.00	0.00
TXPOOL	TEXPOOL	2024-06-30	12,006,751.70	12,006,751.70	0.00	0.00	520,950.94	520,950.94	0.00
TEXPOOL	TexPool	2024-06-30	40,214,934.25	40,214,934.25	0.00	0.00	563,566.86	563,566.86	0.00
TOTAL			70,912,740.23	70,189,111.90	0.00	0.00	1,090,670.01	1,090,670.01	0.00
INDIGENT CARE									
016249FQ2	ALIEF TEX INDPT SCH DIST 5.200 02/15/27 '24	2023-11-08	2,365,000.00	2,364,858.10	15,714.11	0.00	30,745.00	0.00	46,459.11
05253AL16	ANZ BANK 11/01/24	2024-02-01	3,000,000.00	2,886,975.00	0.00	0.00	0.00	0.00	0.00
15046PBJ6	CEDAR PARK TEX CMNTY DEV CO 0.860 08/15/24	2021-11-04	310,000.00	310,000.00	340.66	0.00	666.50	0.00	1,007.16
3135GAP5	FANNIE MAE 5.350 02/26/27 '24	2024-03-27	3,000,000.00	2,999,250.00	15,604.17	13,820.83	40,125.00	0.00	55,729.17
3130AN5A4	FEDERAL HOMELOAN BANKS 0.5 07/26/2024	2021-07-26	3,000,000.00	3,000,000.00	2,708.33	0.00	3,750.00	0.00	6,458.33
3130ANMN7	FHLBANKS 0.520 08/26/24 '24	2021-08-26	4,000,000.00	4,000,000.00	2,022.22	0.00	5,200.00	0.00	7,222.22
3130APK79	FHLBANKS 0.700 10/28/24 '24	2021-10-28	3,000,000.00	3,000,000.00	8,925.00	0.00	5,250.00	10,500.00	3,675.00
3130APNE1	FHLBANKS 0.900 11/18/24 '24	2021-11-18	2,000,000.00	2,000,000.00	6,650.00	0.00	4,500.00	9,000.00	2,150.00
3130AQSK0	FHLBANKS 1.600 02/25/25 '24	2022-02-25	2,000,000.00	2,000,000.00	3,200.00	0.00	8,000.00	0.00	11,200.00
3130ARVVO	FHLBANKS 3.500 05/19/25 '24	2022-05-19	2,000,000.00	2,000,000.00	25,666.67	0.00	17,500.00	35,000.00	8,166.67
3130AY2PO	FHLBANKS 5.220 12/11/26 '24	2023-12-12	1,885,000.00	1,885,000.00	29,792.43	0.00	24,599.26	48,925.18	5,466.50
3130AY3YO	FHLBANKS 5.250 12/11/26 '24	2023-12-13	1,200,000.00	1,200,000.00	18,900.00	0.00	15,750.00	31,150.00	3,500.00
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	2022-08-30	3,000,000.00	3,000,000.00	42,000.00	0.00	30,000.00	60,000.00	12,000.00
3134GYQPO	FREDDIE MAC 5.375 05/01/25 MTN CAL	2023-05-01	3,500,000.00	3,500,000.00	78,385.42	0.00	47,031.25	94,062.50	31,354.17

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
LOGIC	LOGIC	2024-06-30	12,949,825.27	12,949,825.27	0.00	0.00	147,137.94	147,137.94	0.00
592041WJ2	MET GOVT NASHVILLE & DAVIDS 4.053 07/01/26 '26	2023-08-11	4,075,000.00	3,951,975.75	41,289.94	0.00	41,289.94	0.00	82,579.88
TEXPOOL	TexPool	2024-06-30	4,636,880.56	4,636,880.56	0.00	0.00	60,894.85	60,894.85	0.00
TEXSTAR	TexSTAR	2024-06-30	3,731,053.84	3,731,053.84	0.00	0.00	48,450.53	48,450.53	0.00
TOTAL			59,652,759.67	59,415,818.51	291,198.93	13,820.83	530,890.26	545,121.00	276,968.20
RESTRICTED CASH									
664043316	Frost Bank Public Fund Checking Account	2024-06-30	6,889.28	6,889.28	0.00	0.00	56.07	56.07	0.00
TEXPOOL	TexPool	2024-06-30	21,057,218.99	21,057,218.99	0.00	0.00	472,455.91	472,455.91	0.00
TOTAL			21,064,108.27	21,064,108.27	0.00	0.00	472,511.98	472,511.98	0.00
TOBACCO SETTLEMENT									
TEXPOOL	TexPool	2024-06-30	1,759.30	1,759.30	0.00	0.00	4,313.75	4,313.75	0.00
TOTAL			1,759.30	1,759.30	0.00	0.00	4,313.75	4,313.75	0.00
TRUST-EMPLOYEE HEALTH BENEFITS									
825252406	INVESCO TREASURY;INST	2024-06-30	47,420.72	47,420.72	0.00	0.00	410.79	410.79	203.03
TOTAL			47,420.72	47,420.72	0.00	0.00	410.79	410.79	203.03
GRAND TOTAL			151,678,788.19	150,718,218.70	291,198.93	13,820.83	2,098,796.79	2,113,027.53	277,171.23

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION/ INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
GENERAL											
06741FMG9	BARCLAYS BNK PLC 12/16/24	3,000,000.00	0.00	2,925,660.00	12/16/2024	0.00	5.48	0.00	35,400.00	0.00	35,400.00
45685QLT4	ING US FUNDING 11/27/24	3,000,000.00	2,895,200.00	2,934,936.67	11/27/2024	0.00	5.41	0.00	39,736.67	0.00	39,736.67
55607KDS2	Macquarie Bank Limited 0.0 04/26/2024	0.00	2,988,270.83	0.00	04/26/2024	0.00	5.80	0.00	11,729.17	0.00	11,729.17
55609EHG6	MACQUARIE INTRNL 08/16/24	3,000,000.00	2,937,779.17	2,979,108.33	08/16/2024	0.00	5.63	0.00	41,329.17	0.00	41,329.17
62479LFA8	MUFG Bank, Ltd. - New York Branch 0.0 06/10/2024	0.00	2,968,558.33	0.00	06/10/2024	0.00	5.54	0.00	31,441.67	0.00	31,441.67
62479LQ73	MUFG BANK NY 03/07/25	3,000,000.00	0.00	2,891,685.00	03/07/2025	0.00	5.40	0.00	7,830.00	0.00	7,830.00
63307LRW3	NATL BK CANADA 04/30/25	3,000,000.00	0.00	2,868,700.00	04/30/2025	0.00	5.41	0.00	24,266.67	0.00	24,266.67
664027221	Frost Bank Public Fund Checking Account	5,886.51	5,734.49	5,886.51	06/30/2024	3.83	4.44	152.02	0.00	0.00	152.02
664053079	Frost Bank Public Fund Checking Account	685,167.77	142,552.98	685,167.77	06/30/2024	3.83	4.44	6,000.19	0.00	0.00	6,000.19
78009AGV0	Royal Bank of Canada 0.0 07/29/2024	3,000,000.00	2,944,764.17	2,987,003.33	07/29/2024	0.00	5.77	0.00	42,239.17	0.00	42,239.17
78015CD17	Royal Bank of Canada New York Branch 0.0 04/01/2024	0.00	3,000,000.00	0.00	04/01/2024	0.00	5.77	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	40,214,934.25	59,431,513.22	40,214,934.25	06/30/2024	5.34	5.31	563,566.86	0.00	0.00	563,566.86
TXPOOL	TEXPOOL	12,006,751.70	18,131,261.15	12,006,751.70	06/30/2024	5.32	5.31	520,950.94	0.00	0.00	520,950.94
TOTAL		70,912,740.23	95,445,634.35	70,499,833.56		3.99	5.35	1,090,670.01	233,972.50	0.00	1,324,642.51
INDIGENT CARE											
016249FQ2	ALIEF TEX INDPT SCH DIST 5.200 02/15/27 '24	2,365,000.00	2,364,875.30	2,364,886.11	02/15/2027	5.20	5.20	30,745.00	10.81	0.00	30,755.81
05253AL16	ANZ BANK 11/01/24	3,000,000.00	2,911,725.00	2,949,262.50	11/01/2024	0.00	5.11	0.00	37,537.50	0.00	37,537.50
15046PBJ6	CEDAR PARK TEX CMNTY DEV CO 0.860 08/15/24	310,000.00	310,000.00	310,000.00	08/15/2024	0.86	0.86	666.50	0.00	0.00	666.50
3130AN5A4	FEDERAL HOME LOAN BANKS 0.5 07/26/2024	3,000,000.00	3,000,000.00	3,000,000.00	07/26/2024	0.50	0.50	3,750.00	0.00	0.00	3,750.00
3130ANMN7	FHLBANKS 0.520 08/26/24 '24	4,000,000.00	4,000,000.00	4,000,000.00	08/26/2024	0.52	0.52	5,200.00	0.00	0.00	5,200.00
3130APK79	FHLBANKS 0.700 10/28/24 '24	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2024	0.70	0.70	5,250.00	0.00	0.00	5,250.00
3130APNE1	FHLBANKS 0.900 11/18/24 '24	2,000,000.00	2,000,000.00	2,000,000.00	11/18/2024	0.90	0.90	4,500.00	0.00	0.00	4,500.00
3130AQSK0	FHLBANKS 1.600 02/25/25 '24	2,000,000.00	2,000,000.00	2,000,000.00	02/25/2025	1.60	1.60	8,000.00	0.00	0.00	8,000.00
3130ARVVO	FHLBANKS 3.500 05/19/25 '24	2,000,000.00	2,000,000.00	2,000,000.00	05/19/2025	3.50	3.50	17,500.00	0.00	0.00	17,500.00

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3130AY2P0	FHLBANKS 5.220 12/11/26 '24	1,885,000.00	1,885,000.00	1,885,000.00	12/11/2026	5.22	5.22	24,599.26	0.00	0.00	24,599.26
3130AY3Y0	FHLBANKS 5.250 12/11/26 '24	1,200,000.00	1,200,000.00	1,200,000.00	12/11/2026	5.25	5.25	15,750.00	0.00	0.00	15,750.00
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	3,000,000.00	3,000,000.00	3,000,000.00	11/25/2024	4.00	4.00	30,000.00	0.00	0.00	30,000.00
3134GYQP0	FREDDIE MAC 5.375 05/01/25 MTN CAL	3,500,000.00	3,500,000.00	3,500,000.00	05/01/2025	5.38	5.38	47,031.25	0.00	0.00	47,031.25
3135GAPE5	FANNIE MAE 5.350 02/26/27 '24	3,000,000.00	2,999,253.51	2,999,317.54	02/26/2027	5.35	5.36	40,125.00	64.02	0.00	40,189.02
592041WJ2	MET GOVT NASHVILLE & DAVIDS 4.053 07/01/26 '26	4,075,000.00	3,979,159.69	3,989,782.67	07/01/2026	4.05	5.19	41,289.94	10,622.98	0.00	51,912.92
62479LED3	MUFG Bank, Ltd., New York Branch 0.0 05/13/2024	0.00	3,973,960.00	0.00	05/13/2024	0.00	5.78	0.00	26,040.00	0.00	26,040.00
LOGIC	LOGIC	12,949,825.27	8,574,049.65	12,949,825.27	06/30/2024	0.00	5.41	147,137.94	0.00	0.00	147,137.94
TEXPOOL	TexPool	4,636,880.56	4,575,985.71	4,636,880.56	06/30/2024	5.34	5.31	60,894.85	0.00	0.00	60,894.85
TEXSTAR	TexSTAR	3,731,053.84	3,622,603.31	3,731,053.84	06/30/2024	5.30	5.31	48,450.53	0.00	0.00	48,450.53
TOTAL		59,652,759.67	58,896,612.17	59,516,008.49		2.60	4.10	530,890.26	74,275.31	0.00	605,165.58
RESTRICTED CASH											
664043316	Frost Bank Public Fund Checking Account	6,889.28	6,833.21	6,889.28	06/30/2024	3.83	4.44	56.07	0.00	0.00	56.07
TEXPOOL	TexPool	21,057,218.99	21,037,421.62	21,057,218.99	06/30/2024	5.34	5.31	472,455.91	0.00	0.00	472,455.91
TOTAL		21,064,108.27	21,044,254.83	21,064,108.27		5.33	5.31	472,511.98	0.00	0.00	472,511.98
TOBACCO SETTLEMENT											
TEXPOOL	TexPool	1,759.30	2,202.70	1,759.30	06/30/2024	5.34	5.31	4,313.75	0.00	0.00	4,313.75
TOTAL		1,759.30	2,202.70	1,759.30		5.34	5.31	4,313.75	0.00	0.00	4,313.75
TRUST-EMPLOYEE HEALTH BENEFITS											
825252406	INVESCO TREASURY,INST	47,420.72	48,066.27	47,420.72	06/30/2024	5.15	5.21	410.79	0.00	0.00	410.79
TOTAL		47,420.72	48,066.27	47,420.72		5.15	5.21	410.79	0.00	0.00	410.79
GRAND TOTAL		151,678,788.19	175,436,770.32	151,129,130.34		3.63	4.86	2,098,796.79	308,247.81	0.00	2,407,044.60

Projected Cashflows

For the Period July 01, 2024 to December 31, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
GENERAL				
JUL 2024				
78009AGV0	Royal Bank of Canada 0.0 07/29/2024	07/29/2024	Maturity	3,000,000.00
JUL 2024 TOTAL				3,000,000.00
AUG 2024				
55609EHG6	Macquarie International Finance Limited 0.0 08/16/2024	08/16/2024	Maturity	3,000,000.00
AUG 2024 TOTAL				3,000,000.00
NOV 2024				
45685QLT4	ING US FUNDING 11/27/24	11/27/2024	Final Maturity	3,000,000.00
NOV 2024 TOTAL				3,000,000.00
DEC 2024				
06741FMG9	BARCLAYS BNK PLC 12/16/24	12/16/2024	Final Maturity	3,000,000.00
DEC 2024 TOTAL				3,000,000.00
GENERAL TOTAL				12,000,000.00
INDIGENT CARE				
JUL 2024				
592041WJ2	MET GOVT NASHVILLE & DAVIDS 4.053 07/01/26 '26	07/01/2024	Coupon	82,579.88
3130AN5A4	FEDERAL HOME LOAN BANKS 0.5 07/26/2024	07/26/2024	Maturity	3,000,000.00
3130AN5A4	FEDERAL HOME LOAN BANKS 0.5 07/26/2024	07/26/2024	Coupon	7,500.00
JUL 2024 TOTAL				3,090,079.88
AUG 2024				
3134GYQP0	FREDDIE MAC 5.375 05/01/25 MTN CAL	08/01/2024	Coupon	47,031.25
3134GYQP0	FREDDIE MAC 5.375 05/01/25 MTN CAL	08/01/2024	Call Redemption	3,500,000.00
016249FQ2	ALIEF TEX INDPT SCH DIST 5.200 02/15/27 '24	08/15/2024	Coupon	61,490.00

Projected Cashflows
For the Period July 01, 2024 to December 31, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
15046PBJ6	CEDAR PARK TEX CMNTY DEV CORP SALES TAX REV 0.86 08/15/2024	08/15/2024	Maturity	310,000.00
15046PBJ6	CEDAR PARK TEX CMNTY DEV CORP SALES TAX REV 0.86 08/15/2024	08/15/2024	Coupon	1,333.00
3130ANMN7	FHLBANKS 0.520 08/26/24 '24	08/26/2024	Final Maturity	4,000,000.00
3130AQSK0	FHLBANKS 1.600 02/25/25 '24	08/26/2024	Coupon	16,000.00
3130ANMN7	FHLBANKS 0.520 08/26/24 '24	08/26/2024	Coupon	10,400.00
3135GAPE5	FANNIE MAE 5.350 02/26/27 '24	08/26/2024	Coupon	80,250.00
AUG 2024 TOTAL				8,026,504.25
SEP 2024				
016249FQ2	ALIEF TEXINDPT SCH DIST 5.200 02/15/27 '24	09/19/2024	Coupon	11,614.78
SEP 2024 TOTAL				11,614.78
OCT 2024				
3130APK79	FHLBANKS 0.700 10/28/24 '24	10/28/2024	Coupon	10,500.00
3130APK79	FHLBANKS 0.700 10/28/24 '24	10/28/2024	Final Maturity	3,000,000.00
OCT 2024 TOTAL				3,010,500.00
NOV 2024				
05253AL16	ANZ BANK 11/01/24	11/01/2024	Final Maturity	3,000,000.00
3130APNE1	FHLBANKS 0.900 11/18/24 '24	11/18/2024	Coupon	9,000.00
3130APNE1	FHLBANKS 0.900 11/18/24 '24	11/18/2024	Final Maturity	2,000,000.00
3130ARVV0	FHLBANKS 3.500 05/19/25 '24	11/19/2024	Coupon	35,000.00
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	11/25/2024	Coupon	60,000.00
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN	11/25/2024	Final Maturity	3,000,000.00
NOV 2024 TOTAL				8,104,000.00
DEC 2024				
3130AY2P0	FHLBANKS 5.220 12/11/26 '24	12/11/2024	Coupon	49,198.50
3130AY3Y0	FHLBANKS 5.250 12/11/26 '24	12/11/2024	Coupon	31,500.00

Projected Cashflows

For the Period July 01, 2024 to December 31, 2024

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
DEC 2024 TOTAL				80,698.50
INDIGENT CARE TOTAL				22,323,397.41
GRAND TOTAL				34,323,397.41

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
GENERAL									
78015CD17	Royal Bank of Canada New York Branch 0.0 04/01/2024 0.00	5.77	07/13/2023 04/01/2024	0.00 0.00	3,000,000.00 2,998,227.00	0.00	(3,000,000.00)	(3,000,000.00) (2,998,227.00)	0.00 0.00
55607KDS2	Macquarie Bank Limited 0.0 04/26/2024 0.00	5.80	10/11/2023 04/26/2024	0.00 0.00	2,988,270.83 2,986,950.00	0.00	(3,000,000.00)	(2,988,270.83) (2,986,950.00)	0.00 0.00
62479LFA8	MUFG Bank, Ltd. - New York Branch 0.0 06/10/2024 0.00	5.54	12/08/2023 06/10/2024	0.00 0.00	2,968,558.33 2,967,171.00	0.00	(3,000,000.00)	(2,968,558.33) (2,967,171.00)	0.00 0.00
664027221	Frost Bank Public Fund Checking Account 5,886.51	4.44	06/30/2024	152.02 152.02	5,734.49 5,734.49	152.02	0.00	152.02 152.02	5,886.51 5,886.51
TEXPOOL	TexPool 40,214,934.25	5.31	06/30/2024	563,566.86 563,566.86	59,431,513.22 59,431,513.22	0.00	(19,216,578.97)	(19,216,578.97) (19,216,578.97)	40,214,934.25 40,214,934.25
TXPOOL	TEXPOOL 12,006,751.70	5.31	06/30/2024	520,950.94 520,950.94	18,131,261.15 18,131,261.15	34,635,361.52	(40,759,870.97)	(6,124,509.45) (6,124,509.45)	12,006,751.70 12,006,751.70
664053079	Frost Bank Public Fund Checking Account 685,167.77	4.44	06/30/2024	6,000.19 6,000.19	142,552.98 142,552.98	657,050.16	(114,435.37)	542,614.79 542,614.79	685,167.77 685,167.77
78009AGV0	Royal Bank of Canada 0.0 07/29/2024 3,000,000.00	5.77	11/06/2023 07/29/2024	0.00 0.00	2,944,764.17 2,945,355.00	0.00	0.00	42,239.17 40,848.00	2,987,003.33 2,986,203.00
55609EHG6	MACQUARIE INTRL 08/16/24 3,000,000.00	5.63	12/14/2023 08/16/2024	0.00 0.00	2,937,779.17 2,936,538.00	0.00	0.00	41,329.17 41,349.00	2,979,108.33 2,977,887.00
45685QLT4	ING US FUNDING 11/27/24 3,000,000.00	5.41	03/27/2024 11/27/2024	0.00 0.00	2,895,200.00 2,893,209.00	0.00	0.00	39,736.67 39,150.00	2,934,936.67 2,932,359.00
06741FMG9	BARCLAYS BNK PLC 12/16/24 3,000,000.00	5.48	04/12/2024 12/16/2024	0.00 0.00	0.00 0.00	2,890,260.00	0.00	2,925,660.00 2,923,482.00	2,925,660.00 2,923,482.00
62479LQ73	MUFG BANK NY 03/07/25 3,000,000.00	5.40	06/13/2024 03/07/2025	0.00 0.00	0.00 0.00	2,883,855.00	0.00	2,891,685.00 2,890,647.00	2,891,685.00 2,890,647.00
63307LRW3	NATL BK CANADA 04/30/25 3,000,000.00	5.41	05/03/2024 04/30/2025	0.00 0.00	0.00 0.00	2,844,433.33	0.00	2,868,700.00 2,867,700.00	2,868,700.00 2,867,700.00
TOTAL		5.35		1,090,670.01 1,090,670.01	95,445,634.35 95,438,511.84	43,911,112.03	(69,090,885.31)	(24,945,800.78) (24,947,493.61)	70,499,833.56 70,491,018.23

INDIGENT CARE

62479LED3	MUFG Bank, Ltd., New York Branch 0.0 05/13/2024 0.00	5.78	08/17/2023 05/13/2024	0.00 0.00	3,973,960.00 3,972,908.00	0.00	(4,000,000.00)	(3,973,960.00) (3,972,908.00)	0.00 0.00
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Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE	ENDING BOOK VALUE
					BEGINNING MARKET VALUE			CHANGE IN MARKET VALUE	ENDING MARKET VALUE
LOGIC	LOGIC 12,949,825.27	5.41	06/30/2024	147,137.94 147,137.94	8,574,049.65 8,574,049.65	4,375,775.62	0.00	4,375,775.62 4,375,775.62	12,949,825.27 12,949,825.27
TEXSTAR	TexSTAR 3,731,053.84	5.31	06/30/2024	48,450.53 48,450.53	3,622,603.31 3,622,603.31	108,450.53	0.00	108,450.53 108,450.53	3,731,053.84 3,731,053.84
TEXPOOL	TexPool 4,636,880.56	5.31	06/30/2024	60,894.85 60,894.85	4,575,985.71 4,575,985.71	60,894.85	0.00	60,894.85 60,894.85	4,636,880.56 4,636,880.56
3130AN5A4	FEDERAL HOME LOAN BANKS 0.5 07/26/2024 3,000,000.00	0.50	06/30/2021 07/26/2024	3,750.00 0.00	3,000,000.00 2,950,290.00	0.00	0.00	0.00 39,570.00	3,000,000.00 2,989,860.00
15046PBJ6	CEDAR PARK TEX CMNTY DEV CO 0.860 08/15/24 310,000.00	0.86	10/13/2021 08/15/2024	666.50 0.00	310,000.00 304,927.16	0.00	0.00	0.00 3,202.92	310,000.00 308,130.08
3130ANMN7	FHLBANKS 0.520 08/26/24 '24 4,000,000.00	0.52	08/13/2021 08/26/2024	5,200.00 0.00	4,000,000.00 3,918,520.00	0.00	0.00	0.00 49,720.00	4,000,000.00 3,968,240.00
3130APK79	FHLBANKS 0.700 10/28/24 '24 3,000,000.00	0.70	10/14/2021 10/28/2024	5,250.00 10,500.00	3,000,000.00 2,916,900.00	0.00	0.00	0.00 35,280.00	3,000,000.00 2,952,180.00
05253AL16	ANZ BANK 11/01/24 3,000,000.00	5.11	02/01/2024 11/01/2024	0.00 0.00	2,911,725.00 2,905,569.00	0.00	0.00	37,537.50 38,571.00	2,949,262.50 2,944,140.00
3130APNE1	FHLBANKS 0.900 11/18/24 '24 2,000,000.00	0.90	10/22/2021 11/18/2024	4,500.00 9,000.00	2,000,000.00 1,942,080.00	0.00	0.00	0.00 21,220.00	2,000,000.00 1,963,300.00
3134GXR71	FREDDIE MAC 4.000 11/25/24 '24 MTN 3,000,000.00	4.00	08/05/2022 11/25/2024	30,000.00 60,000.00	3,000,000.00 2,971,530.00	0.00	0.00	0.00 9,360.00	3,000,000.00 2,980,890.00
3130AQSKO	FHLBANKS 1.600 02/25/25 '24 2,000,000.00	1.60	01/28/2022 02/25/2025	8,000.00 0.00	2,000,000.00 1,934,860.00	0.00	0.00	0.00 15,100.00	2,000,000.00 1,949,960.00
3134GYQPO	FREDDIE MAC 5.375 05/01/25 MTN CAL 3,500,000.00	5.38	04/25/2023 05/01/2025	47,031.25 94,062.50	3,500,000.00 3,493,525.00	0.00	0.00	0.00 (455.00)	3,500,000.00 3,493,070.00
3130ARVVO	FHLBANKS 3.500 05/19/25 '24 2,000,000.00	3.50	04/25/2022 05/19/2025	17,500.00 35,000.00	2,000,000.00 1,962,680.00	0.00	0.00	0.00 4,680.00	2,000,000.00 1,967,360.00
592041WJ2	MET GOVT NASHVILLE & DAVIDS 4.053 07/01/26 '26 4,075,000.00	5.19	08/11/2023 07/01/2026	41,289.94 0.00	3,979,159.69 3,989,469.83	0.00	0.00	10,622.98 (10,603.15)	3,989,782.67 3,978,866.68
3130AY2PO	FHLBANKS 5.220 12/11/26 '24 1,885,000.00	5.22	12/12/2023 12/11/2026	24,599.26 48,925.18	1,885,000.00 1,878,232.85	0.00	0.00	0.00 320.45	1,885,000.00 1,878,553.30
3130AY3YO	FHLBANKS 5.250 12/11/26 '24 1,200,000.00	5.25	12/13/2023 12/11/2026	15,750.00 31,150.00	1,200,000.00 1,196,004.00	0.00	0.00	0.00 (456.00)	1,200,000.00 1,195,548.00
016249FQ2	ALIEF TEX INDPT SCH DIST 5.200 02/15/27 '24 2,365,000.00	5.20	11/08/2023 02/15/2027	30,745.00 0.00	2,364,875.30 2,365,175.01	0.00	0.00	10.81 (146.63)	2,364,886.11 2,365,028.38
3135GAPE5	FANNIE MAE 5.350 02/26/27 '24 3,000,000.00	5.36	03/27/2024 02/26/2027	40,125.00 0.00	2,999,253.51 2,995,230.00	0.00	0.00	64.02 (5,250.00)	2,999,317.54 2,989,980.00
TOTAL		4.10		530,890.26 545,121.00	58,896,612.17 58,470,539.52	4,545,121.00	(4,000,000.00)	619,396.31 772,326.59	59,516,008.49 59,242,866.11

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
RESTRICTED CASH									
664043316	Frost Bank Public Fund Checking Account 6,889.28	4.44	06/30/2024	56.07 56.07	6,833.21 6,833.21	56.07	0.00	56.07 56.07	6,889.28 6,889.28
TEXPOOL	TexPool 21,057,218.99	5.31	06/30/2024	472,455.91 472,455.91	21,037,421.62 21,037,421.62	26,410,280.84	(26,390,483.47)	19,797.37 19,797.37	21,057,218.99 21,057,218.99
TOTAL		5.31		472,511.98 472,511.98	21,044,254.83 21,044,254.83	26,410,336.91	(26,390,483.47)	19,853.44 19,853.44	21,064,108.27 21,064,108.27
TOBACCO SETTLEMENT									
TEXPOOL	TexPool 1,759.30	5.31	06/30/2024	4,313.75 4,313.75	2,202.70 2,202.70	721,025.59	(721,468.99)	(443.40) (443.40)	1,759.30 1,759.30
TOTAL		5.31		4,313.75 4,313.75	2,202.70 2,202.70	721,025.59	(721,468.99)	(443.40) (443.40)	1,759.30 1,759.30
TRUST-EMPLOYEE HEALTH BENEFITS									
825252406	INVESCO TREASURY;INST 47,420.72	5.21	06/30/2024	410.79 410.79	48,066.27 48,066.27	371.50	(1,017.05)	(645.55) (645.55)	47,420.72 47,420.72
TOTAL		5.21		410.79 410.79	48,066.27 48,066.27	371.50	(1,017.05)	(645.55) (645.55)	47,420.72 47,420.72
GRAND TOTAL		4.86		2,098,796.79 2,113,027.53	175,436,770.32 175,003,575.16	75,587,967.03	(100,203,854.82)	(24,307,639.98) (24,156,402.53)	151,129,130.34 150,847,172.63

Disclosure

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DRAFT

NUECES COUNTY HOSPITAL DISTRICT Agenda for 89th Texas Legislative Session

August 21, 2024

- 1) Investment in Graduate Medical Education (GME) residency programs training:
 - a) Additional state funding for GME Expansion Program enough to reach/maintain the State's goal of 1.1-to-1 ratio of Texas residency positions to medical school graduates.
 - b) Texas Higher Education Coordinating Board:
 - i) Establish funding for existing training slots.
 - ii) Increase funding for new training slots.
 - iii) Incentivize opening of new training slots.
 - c) Increase Medicaid GME supplemental payments:
 - (1) For non-government-owned teaching hospitals.
 - (2) Per slot increase.
 - (3) Recover additional costs of existing slots.
- 2) Increase number of law enforcement officers with specialized crisis intervention training:
 - a) Mental Health Deputy:
 - i) Acquire NCHD authority to operate mental health deputy program through hiring/contracting of already-commissioned peace officers.
 - b) Commissioned Peace Officers:
 - i) Amend Health & Safety 281.057 and 2.12 Code of Criminal Procedure:
 - (1) Add NCHD as additional hospital district with authority to hire peace officers.
 - (2) Add NCHD-specific language permitting NCHD-commissioned peace officers' authority to additionally:
 - (a) Perform mental health deputy duties within the District.
 - (b) Establish and participate in Crisis Intervention Teams within the District.
 - (c) Establish and participate in Crisis Intervention Teams within the District with LMHA in Extended Mobile Crisis Outreach Teams.
- 3) Expansion of state-supported local mental health treatment options.
 - a) Outpatient treatment facilities
 - b) Inpatient treatment facility.

###

08/21/2024

DRAFT



BOARD OF MANAGERS RESOLUTION
AUGUST 27, 2024

**A RESOLUTION COMMITTING A FISCAL YEAR-END GENERAL FUND AMOUNT
TO SUBSEQUENT FISCAL YEAR'S INTERGOVERNMENTAL TRANSFERS**

WHEREAS, the Nueces County Hospital District (the "Hospital District" or "District") is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the "Health Code"), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, the Hospital District's Board of Managers (the "Board") have been duly appointed pursuant to Health Code, §281.021(a); pursuant to collective authorities of Health Code, §281.047 and §281.048, the Board is the Hospital District's governing body and the Board has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, the Hospital District's Administrator (the "Administrator") has the responsibility for preparing an annual budget under the Board's direction pursuant to Health Code, §281.091(a);

WHEREAS, the District's Fiscal Year 2024 is October 1, 2023 through September 30, 2024 ("Hospital District Fiscal Year 2024");

WHEREAS, the District's Fiscal Year 2025 is October 1, 2024 through September 30, 2025 ("Hospital District Fiscal Year 2025");

WHEREAS, the Hospital District is a governmental entity participating in certain Medicaid directed and supplemental payment programs organized by the Texas Health & Human Services Commission (the "Commission") during Hospital District Fiscal Year 2024 by providing local intergovernmental transfers ("IGTs") in support of the following programs: [1] Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS); [2] Comprehensive Hospital Increase Reimbursement Program (CHIRP); [3] Network Access Improvement Program (NAIP); [4] Texas Incentives for Physicians and Professional Services (TIPPS); [5] Disproportionate Share Hospital (DSH); [6] Graduate Medical Education (GME); [7] Hospital Augmented Reimbursement Program (HARP); and [8] Hospital Uncompensated Care (UC);

WHEREAS, due to Commission-delayed approval of Providers' ATLIS, CHIRP, NAIP, TIPPS, DSH, GME, HARP, and/or UC performance metrics reporting during Hospital District Fiscal Year 2024, the Commission has delayed its request(s) to the Hospital District for IGTs for that period until a date occurring after the end of the Hospital District Fiscal Year 2024 (the "Unpaid FY 2024 IGTs"); and

WHEREAS, in consideration of the preceding recitals, the Board desires to commit an amount not to exceed **\$35,000,000** from the Hospital District's fiscal year-end September 30, 2024 General Fund balance to fund the Unpaid FY 2024 IGTs in Hospital District Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board hereby commits an amount not to exceed **\$35,000,000** from the Hospital District's fiscal year-end September 30, 2024 General Fund balance to Hospital District Fiscal Year 2025 to fund the Unpaid FY 2024 IGTs during Hospital District Fiscal Year 2025.
2. The actual amount committed above shall be final-determined by the Hospital District's Administrator on or after October 1, 2024 considering information then available from the Commission, however, the actual committed amount shall not exceed the amount in Resolved #1 above.
3. The actual committed funds above shall be committed from the Hospital District General Fund subaccount(s) containing District funds routinely used to pay IGTs for Medicaid directed and supplemental payment programs organized by the Commission, including the ATLAS, CHIRP, NAIP, TIPPS, DSH, GME, HARP, and UC programs.
4. The Administrator shall incorporate the preceding into the Hospital District's Fiscal Year 2025 Budget.
5. The Administrator shall be and is expressly authorized and directed to do and perform all acts, and to execute all instruments and other related documents, whether herein cited, as required to carry out the intent, terms, and provisions of this Resolution, such execution to be conclusively evidenced by the performance of such acts.
6. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
7. This Resolution shall take effect and be in full force and effect upon and after its passage.
8. The Board retains its right to amend or repeal this Resolution.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

John E. Valls
Chairman

Vishnu V. Reddy, M.D.
Vice Chairman

Sylvia Tryon Oliver
Member

Belinda Flores, R.N.
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

Arthur Granado
Member

**CERTIFICATE FOR RESOLUTION
A RESOLUTION COMMITTING A FISCAL YEAR-END GENERAL FUND AMOUNT
TO SUBSEQUENT FISCAL YEAR'S INTERGOVERNMENTAL TRANSFERS**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 27th day of August 2024, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

John E. Valls, MBA, Chairman
Vishnu V. Reddy, M.D., Vice Chairman
Sylvia Tryon Oliver
Belinda Flores, R.N.
Mariana Garza, J.D.
Efrain Guerrero, Jr.
Arthur Granado

and all of said persons were present, except the following absentees: _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION COMMITTING A FISCAL YEAR-END GENERAL FUND AMOUNT
TO SUBSEQUENT FISCAL YEAR'S INTERGOVERNMENTAL TRANSFERS**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 27th day of August, 2024.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}



BOARD OF MANAGERS RESOLUTION
AUGUST 27, 2024

**A RESOLUTION RELATING TO
REVENUE ALLOCATION PERCENTAGE
FISCAL YEAR 2025**

WHEREAS, the Nueces County Hospital District (“Hospital District” or “District”) is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (“Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (“Board”) has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the Hospital District;

WHEREAS, on November 18, 2015, CHRISTUS Spohn Health System Corporation (“CHRISTUS Spohn”), CHRISTUS Health (“CHRISTUS Health”), and the Hospital District (collectively, the “Parties”) entered into an agreement titled “CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement” (“Amended and Restated Membership Agreement”) and Article V thereof relates to member distributions of net patient revenue;

WHEREAS, Amended and Restated Membership Agreement, Section 5.03 (a) established a procedure for the Parties to confer and agree on the percentage of net patient revenue that will be made available during each ensuing year to CHRISTUS Health (the “Specified Annual Percentage”) in exchange for its contributions to support CHRISTUS Spohn, and the remaining percentage of the net patient revenue that will be made available to the Hospital District in exchange for its continued support for the operations of CHRISTUS Spohn as a public, safety-net hospital in Nueces County, Texas; and

WHEREAS, the Parties have conferred and reached agreement on a Specified Annual Percentage for the ensuing year October 1, 2024 – September 30, 2025, subject to approval by the Board, as memorialized in that certain letter from CHRISTUS Spohn Health System to the District dated August 12, 2024 a copy thereof attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board acknowledges that the Parties have conferred and reached agreement on a Specified Annual Percentage for the ensuing year October 1, 2024 – September 30, 2025, subject to approval by the Board.

2. The Board hereby approves the agreed upon Specified Annual Percentage for the ensuing year October 1, 2024 – September 30, 2025 as memorialized in that certain letter from CHRISTUS Spohn Health System Corporation to the District dated August 12, 2024 a copy thereof attached hereto as Exhibit “A”.
3. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
4. This Resolution shall take effect and be in full force and effect upon and after its passage.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

John E. Valls
Chairman

Vishnu V. Reddy, M.D.
Vice Chairman

Sylvia Tryon Oliver
Member

Belinda Flores, R.N.
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

Arthur Granado
Member

EXHIBIT "A"

[Attach August 12, 2024 letter from CHRISTUS Spohn Health System to the District after this page]



August 12, 2024

Jonny Hipp
Administrator and Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua St, Suite 950
Corpus Christi, TX 78401-0835

Re: 2025 Specified Annual Percentage

Dear Jonny:

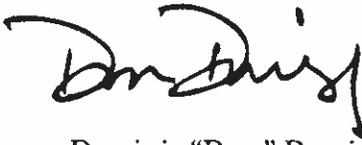
Thank you and your team for a thoughtful and productive dialogue regarding our current operations under the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement (the "Membership Agreement"). The collaboration between CHRISTUS Spohn Health System Corporation ("Spohn"), CHRISTUS Health ("CHRISTUS"), and the Nueces County Hospital District ("District") over the past few weeks served as our annual process under Section 5.03 of the Membership Agreement. I am writing to memorialize the Specified Annual Percentage for the Ensuing Year (October 1, 2024 – September 30, 2025). 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, 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 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 30, 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 programs in the community and the District's role as the Region 4 Anchor. Finally, the parties discussed the specific circumstances expected to affect the parties' respective operations in the Ensuing Year, including (but not limited to) continuation of the Texas 1115 Demonstration Waiver and directed payment programs, uses of the Memorial campus and other properties, and Spohn's residency programs.

Jonny Hipp
August 12, 2024
Page 2

Based on these discussions, the parties agreed, subject to submission to the District's Board of Managers, that the Specified Annual Percentage for the Ensuing Year will be seventy-four percent (74%), and 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,

A handwritten signature in black ink, appearing to read "Dom Dominguez". The signature is written in a cursive, flowing style with a large initial "D".

Dominic "Dom" Dominguez
Chief Executive Officer
CHRISTUS Spohn Health System Corporation

#255701

**CERTIFICATE FOR RESOLUTION
A RESOLUTION RELATING TO
REVENUE ALLOCATION PERCENTAGE
FISCAL YEAR 2025**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 27th day of August 2024, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

John E. Valls, MBA, Chairman
Vishnu V. Reddy, M.D., Vice Chairman
Sylvia Tryon Oliver
Belinda Flores, R.N.
Mariana Garza, J.D.
Efrain Guerrero, Jr.
Arthur Granado

and all of said persons were present, except the following absentees: _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION RELATING TO
REVENUE ALLOCATION PERCENTAGE
FISCAL YEAR 2025**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 27th day of August, 2024.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}



BOARD OF MANAGERS RESOLUTION
AUGUST 27, 2024

**A RESOLUTION INCORPORATING
FISCAL YEAR 2025 ANNUAL BUDGET FUNDING
FOR NUECES COUNTY-RELATED HEALTHCARE EXPENDITURES**

WHEREAS, the Nueces County Hospital District (the “Hospital District” or “District”) is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Board”) has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the Hospital District;

WHEREAS, pursuant to the statutory requirements of Health Code, §281.091(a), the Hospital District’s Administrator (the “Administrator”) has the duty of preparing an annual budget under the Board’s direction and the Hospital District’s Fiscal Year 2025 is October 1, 2024 through September 30, 2025;

WHEREAS, the Hospital District has certain funds made available to the District from sources other than a tax levy (“Hospital District’s Non-Tax Funds”) as described in Health Code, §281.094(a), and when said funds are used for statutorily authorized expenditures, said expenditures qualify as a portion of the District’s annual claims submitted for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2);

WHEREAS, on January 19, 1999, the Board adopted a Resolution creating a restricted Tobacco Settlement Fund (the “Tobacco Settlement Fund”) and said resolution directed that all proceeds arising from the litigation styled, *The State of Texas v. The American Tobacco Co., et al., No. 5-96CV-91 in the United States District Court, Eastern District of Texas* (the “Tobacco Litigation”), be placed into said Fund;

WHEREAS, the Hospital District proceeds that arise from the Tobacco Litigation are revenues made available to the District from sources other than a tax levy as described in Health Code, §281.094(a), and when said revenues are used for statutorily authorized expenditures, said expenditures qualify as a portion of the District’s annual claims submitted for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2);

WHEREAS, previously in August 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023, the Nueces County Commissioners Court (the “Commissioners Court” or “Court”) requested that the Board provide funding for the Nueces County-related healthcare services permitted in Health Code, §281.094(a) during the District’s related Fiscal Years 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Annual Budgets and the Board has undertaken all such requests;

WHEREAS, Commissioners Court has requested for the Hospital District’s Fiscal Year 2025, that the Board allocate in the Hospital District’s Fiscal Year 2025 Annual Budget (the “FY 2025 Annual Budget”), funds sufficient to provide for the healthcare services detailed and described in the schedule “County Healthcare Services Funding Schedule - Fiscal Year 2025” attached hereto and identified as “Attachment “A”” and incorporated herein by reference (collectively, the “FY 2025 County Healthcare Services”);

WHEREAS, the Board is amenable to undertaking Commissioners Court’s request above to allocate funds in the FY 2025 Annual Budget for the FY 2025 County Healthcare Services, subject to the continuing availability of funds and the Board desires to appropriate in the FY 2025 Annual Budget, funds sufficient to provide for the FY 2025 County Healthcare Services in the aggregate amount of **\$12,114,275** (the “FY 2025 County Healthcare Services Funding Amount”) as such services are detailed and described in the schedule “County Healthcare Services Funding Schedule - Fiscal Year 2025” attached hereto and identified as “Attachment “A”” and incorporated herein by reference;

WHEREAS, the FY 2025 County Healthcare Services are healthcare services described in Health Code, §281.094(a) and the related FY 2025 County Healthcare Services Funding Amount to be paid by the Hospital District from the Hospital District’s Non-Tax Funds and Tobacco Settlement Fund pursuant to this Resolution are funds made available to the District from sources other than a tax levy as described in Health Code, §281.094(a), and as a result said expenditures qualify as a portion of the District’s annual claims submitted for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2) due to the fact they are statutorily authorized expenditures, and Health Code, §281.094(a), provides that, with the approval of Commissioners Court, the Board of the Hospital District may use funds made available to the Hospital District from sources other than a tax levy to fund those healthcare services described therein;

WHEREAS, the Board desires to assure that FY 2025 Annual Budget funds disbursed for FY 2025 County Healthcare Services, as detailed and described in this Resolution, are utilized for the intended efforts, or come as a logical consequence of such efforts; and

WHEREAS, pursuant to the authority of the Health Code, §281.026(d) and (e), the Administrator has the full power and authority to perform the acts described and resolved by the Board hereunder, and he is legally authorized and capable of performing such acts.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board hereby determines and declares that the forgoing recitals are true and correct and are adopted as part of this Resolution as findings-of-fact.
2. The Board hereby determines, declares, and issues a finding of fact wherein the funds from the Hospital District's Non-Tax Funds and Tobacco Settlement Fund for payment of the FY 2025 County Healthcare Services Funding Amount pursuant to this Resolution are funds made available to the District from sources other than a tax levy and any disbursement of those funds is a statutorily authorized expenditure as described in Health Code, §281.094(a) and thereby qualify as a portion of the District's annual claims submitted for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2).
3. Pursuant to the authority of Health Code, §281.091(a) and the provisions of Health Code, §281.094(a), the Board hereby directs the Administrator to incorporate into the Hospital District's FY 2025 Annual Budget an amount equal to **\$12,114,275** to provide for the FY 2025 County Healthcare Services to be allocated as shown in the schedule "County Healthcare Services Funding Schedule - Fiscal Year 2025" attached hereto and identified as "Attachment "A"."
4. It shall be the responsibility of Nueces County to assure that FY 2025 Annual Budget funds disbursed for FY 2025 Nueces County Healthcare Services, as described in this Resolution, are utilized for the intended efforts, or come as a logical consequence of such efforts.
5. The Board hereby authorizes and directs the Administrator to disburse the FY 2025 Nueces County Healthcare Services Funding Amount on a basis, schedule, and in a manner, he determines is reasonable and appropriate following commencement of the Hospital District's Fiscal Year 2025.
6. The Administrator shall be and is hereby expressly authorized and directed to do and perform all acts, and to execute all instruments and other related documents, whether or not herein cited, as required to carry out the intent, terms, and provisions of this Resolution, such execution to be conclusively evidenced by the performance of such acts.
7. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to certify these resolutions and that the provisions hereof are in conformance with the Governing Board Bylaws of the Hospital District and the laws of the State of Texas.
8. This Resolution shall take effect and be in full force and effect upon and after its passage.

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[BOARD OF MANAGERS SIGNATURE PAGE FOLLOWS]

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

John E. Valls
Chairman

Vishnu V. Reddy, M.D.
Vice Chairman

Sylvia Tryon Oliver
Member

Belinda Flores, R.N.
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

Arthur Granado
Member

ATTACHMENT “A”

**COUNTY HEALTHCARE SERVICES
FUNDING SCHEDULE - FISCAL YEAR 2025**

Program #	Program Description	Amount
1a	Local match and other funding for the Nueces Center for Mental Health and Intellectual Disabilities.	\$969,129
1b	Nueces Center for Mental Health and Intellectual Disabilities and/or Nueces County for: [i] Jail Diversion Program, [ii] Crisis Intervention Team (CIT), [iii] Mobile Crisis Outreach Team (MCOT), [iv] Walk-in-Crisis, [v] Jail-Based Competency Restoration (JBCR), and [vi] Forensic Assertive Community Treatment Team (FACT) programs.	2,550,000
2	Nueces County’s expense share for City/County Public Health District, Robstown public health salaries and benefits, and mobile clinic.	1,863,296
3	Emergency medical services provided by City of Robstown and Emergency Services Districts #1, #2, #4, and #6 into Nueces County outside their jurisdictions.	650,000
4	Detainee healthcare services at the Nueces County Juvenile Justice Center and elsewhere where juvenile detainees are held.	474,000
5	Inmate healthcare services provided by Wexford at the Nueces County Jail and McKenzie Jail Annex.	5,202,850
6a	Nueces County for contribution to the Alcohol and Drug Rehabilitation Center (Cenikor).	60,000
6b	Nueces County for contribution to the Council on Alcohol and Drug Abuse.	50,000
7	Nueces County for programs impacting juvenile and adult diabetes.	50,000
8	HALO-Flight nonprofit air ambulance service.	15,000
9	Public health grants for Coastal Bend Wellness Foundation, Amistad Community Health Center, and University of Texas Health Science Center-San Antonio Area Health Education Center.	230,000
Total		\$12,114,275

**CERTIFICATE FOR RESOLUTION
A RESOLUTION INCORPORATING
FISCAL YEAR 2025 ANNUAL BUDGET FUNDING
FOR NUECES COUNTY-RELATED HEALTHCARE EXPENDITURES**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 27th day of August 2024, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

John E. Valls, MBA, Chairman
Vishnu V. Reddy, M.D., Vice Chairman
Sylvia Tryon Oliver
Belinda Flores, R.N.
Mariana Garza, J.D.
Efrain Guerrero, Jr.
Arthur Granado

and all of said persons were present, except the following absentees: _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION INCORPORATING
FISCAL YEAR 2025 ANNUAL BUDGET FUNDING
FOR NUECES COUNTY-RELATED HEALTHCARE EXPENDITURES**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 27th day of August, 2024.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}



BOARD OF MANAGERS RESOLUTION
AUGUST 27, 2024

**A RESOLUTION INCORPORATING FISCAL YEAR 2025
ANNUAL BUDGET FUNDING FOR THE
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**

WHEREAS, the Nueces County Hospital District (the “Hospital District” or “District”) is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Hospital District Board”) has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the Hospital District;

WHEREAS, the Hospital District’s Administrator (the “Administrator”) has the responsibility for preparing an annual budget under the Board’s direction, pursuant to Health Code, §281.091(a); and the District’s Fiscal Year 2025 is October 1, 2024 through September 30, 2025;

WHEREAS, the Hospital District has certain funds made available to it from sources other than a tax levy (“Hospital District’s Non-Tax Funds”) as described in Health Code, §281.094(a) and when said funds are used for statutorily authorized expenditures, said expenditures qualify as a portion of the District’s annual claims submitted for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2);

WHEREAS, the Nueces Center for Mental Health and Intellectual Disabilities (the “NCMHID”) is authorized by and was established pursuant to Health Code, Title 7, Chapter 534, Subchapter A (the “MHMR Code”), to provide mental health and mental retardation services in the community;

WHEREAS, pursuant to the MHMR Code, §534.001(c), the NCMHID is an agency of the state, a governmental unit, and a unit of local government as defined and specified by Chapters 101 and 102, Civil Practice and Remedies Code; a local government, as defined by §791.003, Government Code; a local government for the purposes of Chapter 1084, Acts of the 70th Legislature, Regular Session, 1987; and a political subdivision for the purposes of Chapter 172, Local Government Code;

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WHEREAS, previously in August 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023 Nueces County Commissioners Court (the “Commissioners Court” or “Court”) requested that the Hospital District Board provide funding for certain Health Code, §281.094(a)-permitted purposes in the District’s related Fiscal Years 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024 Annual Budgets and the Board has undertaken all such requests;

WHEREAS, Commissioners Court has requested, pursuant to Health Code, §281.094(a), that the Hospital District Board appropriate within the District’s Fiscal Year 2025 Annual Budget (the “FY 2025 Annual Budget”), funds sufficient to provide local match, services, and other funding for the NCMHID (the “NCMHID Services”) and the Hospital District Board is amenable to said request, subject to the continuing availability of funds sufficient from the Hospital District’s Non-Tax Funds;

WHEREAS, considering Commissioners Court’s request, the Hospital District Board desires to make available in the District’s FY 2025 Annual Budget, funds sufficient to provide for the NCMHID Services in the aggregate amount of **\$969,129** (the “NCMHID Services Funding Amount”) as further detailed and described in the “Nueces Center for Mental Health and Intellectual Disabilities Funding Schedule - Fiscal Year 2025” attached hereto and identified as “Attachment “A”” which is incorporated herein by reference;

WHEREAS, the NCMHID Services are mental health and mental retardation services and the related NCMHID Services Funding Amount to be paid by the Hospital District from the Hospital District’s Non-Tax Funds pursuant to this Resolution are revenues made available to the District from sources other than a tax levy as described in Health Code, §281.094(a), and as a result said expenditures qualify as a portion of the District’s annual claims for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2) due to the fact they are statutorily authorized expenditures under Health Code, §281.094(a), Health Code, §281.094(a) provides that, with the approval of Commissioners Court, the Hospital District Board may use funds made available to the Hospital District from sources other than a tax levy to fund health care services, including mental health and mental retardation services; and

WHEREAS, pursuant to the authority of the Health Code, §281.026(d) and (e), the Administrator has the full power and authority to perform the acts described and resolved by the Hospital District Board hereunder, and he is legally authorized and capable of performing such acts.

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board hereby determines and declares that the forgoing recitals are true and correct and are adopted as part of this Resolution as findings-of-fact.
2. The Board hereby determines, declares, and issues a finding of fact wherein the funds from the Hospital District's Non-Tax Funds to be appropriated from the General Fund pursuant to this Resolution for payment of the NCMHID Services Funding Amount are funds made available to the Hospital District from sources other than a tax levy and any disbursement of said funds is a statutorily authorized expenditure as described in Health Code, §281.094(a) and thereby qualifies as a portion of the District's annual claims for distribution of tobacco settlement proceeds to political subdivisions as described in 25 Texas Administrative Code §102.3(e)(2).
3. Pursuant to the authority of Health Code, §281.091(a) and the provisions of Health Code §281.094(a), the Hospital District Board hereby directs the Administrator to incorporate into the District's FY 2025 Annual Budget an amount equal to **\$969,129** to provide for the NCMHID Services shown in Attachment "A" titled "Nueces Center for Mental Health and Intellectual Disabilities Funding Schedule - Fiscal Year 2025" attached hereto.
4. The Hospital District Board hereby authorizes and directs the Administrator to disburse the NCMHID Services Funding Amount to NCMHID in equal quarterly portions, or otherwise on a payment schedule he determines is reasonable and appropriate during the District's Fiscal Year 2025.
5. The Administrator is hereby further authorized and directed to establish any additional procedures and requirements that he determines are reasonable and appropriate for disbursing the NCMHID Services Funding Amount, including, but not limited to, procedures and requirements pertaining to disclosure of NCMHID's accounting, reporting, and utilization information relating to the NCMHID Services Funding Amount.
6. The Administrator shall be and is expressly authorized and directed to do and perform all acts, and to execute all instruments and other related documents, whether or not herein cited, as required to carry out the intent, terms, and provisions of this Resolution, such execution to be conclusively evidenced by the performance of such acts.
7. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the Governing Board Bylaws of the Hospital District and the laws of the State of Texas.
8. This Resolution shall take effect and be in full force and effect upon and after its passage.

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[BOARD OF MANAGERS SIGNATURE PAGE FOLLOWS]

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

John E. Valls
Chairman

Vishnu V. Reddy, M.D.
Vice Chairman

Sylvia Tryon Oliver
Member

Belinda Flores, R.N.
Member

Mariana Garza, J.D.
Member

Efrain Guerrero, Jr.
Member

Arthur Granado
Member

ATTACHMENT "A"

**NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES
FUNDING SCHEDULE - FISCAL YEAR 2025**

Item #	Program Title	Amount
1	MH Youth Services	\$152,915
2	MH Crime Victims	45,242
3	IDD Administration	208,763
4	IDD Respite	7,956
5	IDD HCS	170,270
6	IDD Texas Home Living	79,195
7	IDD Supported Home Living	23,508
8	IDD Site Based Habilitation	78,070
9	IDD CCAD Contract	87,315
10	IDD Intake Assessment	12,960
11	IDD Texas Home Living SC	103,934
	Total	\$969,129

MH means Mental Health
IDD means Intellectual and Developmental Disabilities

**CERTIFICATE FOR RESOLUTION
A RESOLUTION INCORPORATING FISCAL YEAR 2025
ANNUAL BUDGET FUNDING FOR THE
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 27th day of August 2024, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

John E. Valls, MBA, Chairman
Vishnu V. Reddy, M.D., Vice Chairman
Sylvia Tryon Oliver
Belinda Flores, R.N.
Mariana Garza, J.D.
Efrain Guerrero, Jr.
Arthur Granado

and all of said persons were present, except the following absentees: _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION INCORPORATING FISCAL YEAR 2025
ANNUAL BUDGET FUNDING FOR THE
NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 27th day of August, 2024.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}



BOARD OF MANAGERS RESOLUTION
AUGUST 27, 2024

**A RESOLUTION APPROVING
FISCAL YEAR 2025 ANNUAL BUDGET**

WHEREAS, the Nueces County Hospital District (the “Hospital District” or “District”) is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the “Health Code”), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the “Board”) has, and at the time of adoption of this Resolution had, full power and authority to manage, control, administer, and to adopt rules governing operation of the Hospital District;

WHEREAS, the Hospital District's Administrator (the “Administrator”) has the responsibility for preparing an annual budget under the Board's direction as required by Health Code, §281.091(a); the District's annual budget must be approved by the Board and then shall be presented to the Commissioners Court for final approval, pursuant to requirements of Health Code, §281.091(b);

WHEREAS, the District's Fiscal Year 2025 is October 1, 2024 through September 30, 2025;

WHEREAS, the Administrator has prepared the Hospital District's Fiscal Year 2025 annual budget under the Board's direction (the “FY 2025 Annual Budget”) and said Budget is attached hereto and identified as Exhibit “A” which is incorporated herein by reference;

WHEREAS, the FY 2025 Annual Budget consists of the Hospital District's: (1) Consolidated Budget, inclusive of the General, Tobacco, and Indigent Care Funds; and (2) Capital Budget;

WHEREAS, the Board desires to assure that FY 2025 Annual Budget funds disbursed for the “Nueces County Healthcare Services,” as resolved in a separate but related Hospital District Board Resolution related to the District's FY 2025 Annual Budget, are utilized for the efforts intended, or come as a logical consequence of such efforts; and

WHEREAS, the Board desires to approve the FY 2025 Annual Budget and authorize the expenditure of budgeted funds for the purposes indicated therein.

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MANAGERS OF THE NUECES COUNTY HOSPITAL DISTRICT, THAT:

1. The Board hereby approves the FY 2025 Annual Budget attached hereto as Exhibit "A".
2. The Board hereby directs the Administrator to submit the approved FY 2025 Annual Budget to Commissioners Court for their final approval.
3. It shall be the responsibility of Nueces County to assure that Hospital District funds disbursed as a part of the FY 2025 Annual Budget for the "Nueces County Healthcare Services," as resolved in a separate but related Hospital District Board Resolution related to the District's FY 2025 Annual Budget, are utilized for the efforts intended, or come as a logical consequence of such efforts.
4. The Board hereby finds and confirms that the Administrator has the authority, pursuant to his duties under Health Code, §281.026(e), to expend the budgeted funds shown in the FY 2025 Annual Budget for the purposes indicated therein in accordance with state law, Board direction, and the Hospital District's approved purchasing and expenditure policies and procedures, and that he is authorized to do so. The expenditure of budgeted funds in the FY 2025 Annual Budget shall be under the direction of the Administrator who shall ensure that the funds are expended in accordance with the approved Budget.
5. The Administrator shall be and is expressly authorized and directed to do and perform all acts, and to execute all instruments and other related documents, whether or not herein cited, as required to carry out the intent, terms, and provisions of this Resolution, such execution to be conclusively evidenced by the performance of such acts.
6. The Administrator, in his capacity as the Secretary of the Hospital District Board, be and is hereby legally authorized and empowered to perform all acts described above and certify these resolutions and that the provisions hereof are in conformance with the laws of the State of Texas and the Governing Board Bylaws of the Hospital District.
7. This Resolution shall take effect and be in full force and effect upon and after its passage.

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[BOARD OF MANAGERS SIGNATURE PAGE FOLLOWS]

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

John E. Valls, MBA
Chairman

Vishnu V. Reddy, M.D.
Vice Chairman

Sylvia Tryon Oliver
Member

Belinda Flores, RN
Member

Judge Mariana Garza
Member

Efrain Guerrero, Jr.
Member

Arthur Granado
Member

EXHIBIT "A"

[Attach final approved budget package after this page]



**NUECES COUNTY HOSPITAL DISTRICT
OPERATING BUDGET**

FISCAL YEAR 2025



GENERAL FUND

SPECIAL REVENUE - TOBACCO FUND

SPECIAL REVENUE - INDIGENT CARE FUND



**NUECES COUNTY HOSPITAL DISTRICT
BUDGET - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2025**

	Column 1		Column 2		Column 3	Column 4		Column 5
	Fiscal 2025 Budget		Fiscal 2024 Budget		Budget 2025 vs. 2024	Fiscal 2024 Est. Actual		Est. Act vs F2025 Bud
Explanation								
REVENUES								
Property Taxes:								
1 Current	39,196,133	23.89%	37,202,546	24.26%	1,993,587	37,611,295	22.89%	1,584,838
2 Delinquent	421,464	0.26%	(0)	0.00%	421,464	143,262	0.09%	278,202
3 Penalties & Interest	391,961	0.24%	372,025	0.24%	19,936	347,645	0.21%	44,316
4 Total Property Tax Revenue	40,009,558	24.39%	37,574,571	24.50%	2,434,987	38,102,202	23.19%	1,907,356
5 Spohn Corporate Membership Revenue	122,980,000	74.97%	114,750,000	74.83%	8,230,000	121,656,390	74.04%	1,323,610
6 Investment Income	904,124	0.55%	880,431	0.57%	23,693	3,905,961	2.38%	(3,001,837)
7 Other Income	150,000	0.09%	150,000	0.10%	0	656,465	0.40%	(506,465)
8 Total Other Revenues	124,034,124	75.61%	115,780,431	75.50%	8,253,693	126,218,816	76.81%	(2,184,692)
9 TOTAL REVENUES	164,043,683	100%	153,355,003	100%	10,688,680	164,321,018	100%	(277,335)
OPERATING EXPENSES								
10 Intergovernment Transfers	153,092,697	87.45%	118,786,712	80.48%	34,305,985	143,508,234	89.18%	9,584,463
11 Emergency Residency Program Support	1,763,750	1.01%	0	0.00%	1,763,750	0	0.00%	1,763,750
12 County Healthcare Services	12,114,275	6.92%	12,614,778	8.55%	(500,503)	12,157,013	7.55%	(42,738)
13 Salaries	2,183,502	1.25%	1,857,125	1.26%	326,377	1,834,852	1.14%	348,650
14 Benefits	1,055,671	0.60%	819,007	0.55%	236,664	826,024	0.51%	229,647
15 Legal & Professional Fees	1,817,000	1.04%	1,169,000	0.79%	648,000	989,238	0.61%	827,762
16 Purchased Services	711,850	0.41%	624,650	0.42%	87,200	468,922	0.29%	242,928
17 Tax Assessor / Appraisal Collection Fees	815,000	0.47%	760,000	0.51%	55,000	739,740	0.46%	75,260
18 Supplies & Materials	24,000	0.01%	23,000	0.02%	1,000	20,401	0.01%	3,599
19 Rent & Leases	157,000	0.09%	152,000	0.10%	5,000	144,368	0.09%	12,632
20 Repairs & Maintenance	12,000	0.01%	10,000	0.01%	2,000	5,635	0.00%	6,365
21 Telephone & Utilities	59,500	0.03%	58,000	0.04%	1,500	48,517	0.03%	10,983
22 Insurance	48,000	0.03%	33,900	0.02%	14,100	27,881	0.02%	20,119
23 Administrative & General	975,000	0.56%	458,700	0.31%	516,300	108,923	0.07%	866,077
24 Capital Outlay	229,000	0.13%	10,224,000	6.93%	(9,995,000)	42,888	0.03%	186,112
25 Extraordinary	5,000	0.00%	5,000	0.00%	0	536	0.00%	4,464
26 TOTAL EXPENDITURES	175,063,245	100%	147,595,872	100%	27,467,372	160,923,172	100%	14,140,073
27 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES & USES	(11,019,562)		5,759,130		(16,778,692)	3,397,846		(14,417,408)
NON-OPERATING SOURCES (USES)								
28 Operating Transfer In (Tobacco Fund)	650,000		650,000		0	722,000		(72,000)
29 Operating Transfer Out (Indigent Care Fund)	0				0	0		0
30 TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,369,562)		6,409,130		(16,778,692)	4,119,846		(14,489,408)
31 FUND BALANCE, BEGINNING OF PERIOD	57,334,764		44,527,271			53,214,918		
32 FUND BALANCE, END OF PERIOD	46,965,202		50,936,401			57,334,764		
33 FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)	28,514,599		26,010,390			26,934,764		

NUECES COUNTY HOSPITAL DISTRICT
CONSOLIDATED BUDGET - FOR THE GENERAL FUND, &
SPECIAL REVENUE-TOBACCO & INDIGENT CARE FUNDS
FOR THE YEAR ENDING SEPTEMBER 30, 2025

Tax Rate: 0.089240 (No-New-Revenue Rate)

	Explanation	General Fund	Tobacco Fund	Indigent Care Fund	Total
	REVENUES				
1	Property Taxes	40,009,558	0	0	40,009,558
2	Spohn Corporate Membership Revenue	122,980,000	0	0	122,980,000
3	Investment Income	904,124	0	904,206	1,808,330
4	Other Income	150,000	0	0	150,000
5	Tobacco Income	0	650,000	0	650,000
6	TOTAL REVENUES	164,043,683	650,000	904,206	165,597,889
	OPERATING EXPENSES				
7	Intergovernmental Transfers	153,092,697	0	0	153,092,697
8	Emergency Residency Program Support	1,763,750	0	0	1,763,750
9	County Healthcare Services	12,114,275	0	0	12,114,275
10	Salaries	2,183,502	0	0	2,183,502
11	Benefits	1,055,671	0	0	1,055,671
12	Legal & Professional Fees	1,817,000	0	12,000	1,829,000
13	Purchased Services	711,850	0	0	711,850
14	Tax Assessor / Appraisal Collection Fees	815,000	0	0	815,000
15	Supplies & Materials	24,000	0	0	24,000
16	Rent & Leases	157,000	0	0	157,000
17	Repairs & Maintenance	12,000	0	0	12,000
18	Telephone & Utilities	59,500	0	0	59,500
19	Insurance	48,000	0	0	48,000
20	Administrative & General	975,000	0	0	975,000
21	Capital Outlay	229,000	0	0	229,000
22	Extraordinary/Tax Refund	5,000	0	0	5,000
23	Debt Service	0	0	0	0
24	TOTAL EXPENDITURES	175,063,245	0	12,000	175,075,245
25	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER SOURCES & USES	(11,019,562)	650,000	892,206	(9,477,356)
	NON-OPERATING SOURCES (USES)				
26	Operating Transfers In	650,000	0	0	650,000
27	Operating Transfers Out	0	(650,000)	0	(650,000)
28	TOTAL EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,369,562)	0	892,206	(9,477,356)
29	FUND BALANCE, BEGINING OF PERIOD	57,334,764	0	59,216,907	116,551,671
30	FUND BALANCE, END OF PERIOD	46,965,202	0	60,109,113	107,074,315
31	FUND BALANCE, END OF PERIOD (NET OF COMMITTED FUNDS)	28,514,599	0	60,109,113	88,623,712

**Nueces County Hospital District
County Healthcare Department Expenditures
FY2024 - FY2025**

Program	Budget 2025	%	Budget 2024	Difference
<u>Mental Healthcare Services</u>				
1 a MHID (State Match Program)	969,129	8.0%	969,129	0
b <u>MHID - Jail Programs</u>				
Jail Diversion	450,000	3.7%	450,000	0
CIT	1,131,000	9.3%	1,111,000	20,000
MCOT	250,000	2.1%		250,000
Walk-in-Crisis	350,000	2.9%	550,000	(200,000)
Jail Based Competency Restoration (JBCR)	119,000	1.0%	207,000	(88,001)
Forensic ACT	250,000	2.1%	700,000	(450,000)
	<u>2,550,000</u>	<u>21.0%</u>	<u>3,018,000</u>	<u>(468,001)</u>
Subtotal Mental Healthcare Services	3,519,129	29.0%	3,987,129	(468,001)
2 <u>Health Department (Operating Expenditures)</u>				
Health Department	1,765,296	14.6%	1,700,000	65,296
Vector Control	0	0.0%	300,000	(300,000)
Robstown Public Health Salaries & Benefits	38,000	0.3%	273,000	(235,000)
Mobile Clinic	60,000	0.5%	40,000	20,000
	<u>1,863,296</u>	<u>15.4%</u>	<u>2,313,000</u>	<u>(449,704)</u>
3 <u>Emergency Medical Services</u>				
City of Robstown	650,000		650,000	
Emergency Services District #1 (Annaville)				
Emergency Services District #2 (Flour Bluff)				
Emergency Services District #4 (Bluntzer)				
Emergency Services District #6 (Bishop)				
	<u>650,000</u>	<u>5.4%</u>	<u>650,000</u>	<u>0</u>
4 <u>Juvenile Detention Center-Health Services</u>				
Various Health-related Services	474,000	3.9%	474,000	0
5 <u>County Jail Healthcare Services</u>				
Armor/Wexford Correctional Healthcare Services	5,202,850	42.9%	4,795,649	407,201
6a Cenikor	60,000	0.5%	60,000	0
6b Council on Alcohol & Drug Abuse	50,000	0.4%	50,000	0
7 County Juvenile and Adult Diabetes Program	50,000	0.4%	50,000	0
8 HALO-Flight Funding	15,000	0.1%	15,000	0
9 <u>Public Health Grants</u>				
Coastal Bend Wellness Foundation	85,000	0.7%	85,000	0
Amistad Community Health Center	85,000	0.7%	85,000	0
Area Health Education Center (AHEC)	60,000	0.5%	50,000	10,000
	<u>230,000</u>	<u>1.9%</u>	<u>220,000</u>	<u>10,000</u>
TOTALS	12,114,275	100.0%	12,614,778	(500,504)

**CERTIFICATE FOR RESOLUTION
A RESOLUTION APPROVING
FISCAL YEAR 2025 ANNUAL BUDGET**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

I, the undersigned Secretary of the Board of Managers of the Nueces County Hospital District, hereby attest as follows:

1. The Board of Managers of said District convened in regular meeting on the 27th day of August 2024, at the regular meeting place, and the roll was called of the duly constituted officers and members of said Board of Managers, to wit:

John E. Valls, Chairman
Vishnu V. Reddy, M.D, Vice-Chairman
Sylvia Tryon Oliver
Belinda Flores, RN
Judge Mariana Garza
Efrain Guerrero, Jr.
Arthur Granado

and all of said persons were present, except the following absentees: _____, _____, and _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: A written

**A RESOLUTION APPROVING
FISCAL YEAR 2025 ANNUAL BUDGET**

was introduced for the consideration of said District and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed, and carried by the following vote:

YEAS: _____
NAYS: _____
PRESENT NOT VOTING: _____
ABSENT: _____

2. That a true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and forgoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and forgoing paragraph is a true, full, and correct excerpt from the minutes of said Meeting pertaining to and passage of said Resolution; that the persons named in the above and forgoing paragraph are the duly appointed, qualified, and acting members of the Board of Managers of said District as indicated therein; that each of the members of the Board of Managers of said District was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and that each of said members consented, in advance, to holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the date, time, place, and purpose of said Meeting was given all as required by Texas Government Code, §551.001 et.seq.

SIGNED AND SEALED THIS 27th day of August, 2024.

ATTEST:

Jonny F. Hipp
Secretary, Board of Managers

{NCHD SEAL}

PROFESSIONAL SERVICES AGREEMENT FOR
NON-EXCLUSIVE LICENSE

This **Professional Services Agreement** for a Non-Exclusive License (this “Agreement”) is by and between Indigent Healthcare Solutions with offices at 2040 N. Loop 336 W. Suite 304, Conroe, TX 77304 (the “**Company**”), and the Nueces County Hospital District, with offices at 555 N. Caranchaua Street, Suite 950, Corpus Christi, TX 78401 (“**Licensee**”). The Parties enter into this **Professional Services Agreement** for designated Licensee’s Departments’ access to and use of the Company software-as-a-service (“**SAAS**”) offerings described herein for a designated data processing system of the Licensee by specified Users, and for designated Services (defined below) to be provided by the Company, according to the terms and conditions specified in this Agreement. This Agreement has an effective date of 09/01/, 2024.

1.0 DEFINITIONS

- 1.01 “**Concurrent User**” means a User who is accessing and using a particular Department Service at the same time as one or more other Users authorized to access and use an authorized Department Service. “**Concurrent User Number**” means the maximum number of Users authorized to access and use a particular Department Service at any given time. The authorized Concurrent User Number for each Department Service is stated in **Exhibit 1**.
- 1.02 “**Department**” means a particular specifically identifiable sub-unit of the Licensee governmental entity, for example, a distinct department, division, or physical office of the Licensee; or an appointed or independently elected official (“**Government Official**”), or a distinct department, division or physical office operating under that Government Official and subject to that Government Official’s supervision or authority.
- 1.03 “**Department Services**” means the specific Service(s) that a particular Licensee Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Service, as specified in **Exhibit 1**.
- 1.04 “**Documentation**” means any manuals, instructions, or other documents or materials that the Company provides or makes available to Licensee in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 1.05 “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 1.06 “**Licensee**” means the Licensee governmental entity, including but not limited to the individual Licensee Departments specifically identified in **Exhibit 1** that are authorized by this Agreement to use the Services.
- 1.07 “**Licensee Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Licensee by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.
- 1.08 “**Provider Materials**” means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by the Company in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include any information, data, or other content derived from Provider’s monitoring of Licensee’s access to or use of the Services, but do not include Licensee Data.
- 1.09 “**Provider Systems**” means the information technology infrastructure used by or on behalf of the Company in performing the Services, including all facilities, computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by the Company or through the use of third-party services.
- 1.10 “**Public Records Law**” means any applicable public open records law, or, as applicable, the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and the Texas Public Information Act, chapter 552 of the Texas Government Code.
- 1.11 “**Services**” means: (a) the SAAS offerings identified in **Exhibit 1** to this Agreement; (b) remote (cloud-based) hosting; (c) data backup, if any; (d) Special Services, if any; (e) maintenance, support, training; and orientation; (f) any other services provided by the Company under this Agreement; and (g) any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed, this does not include any item developed, adapted, or a derivate of Licensee.
- 1.12 “**Special Services**” is defined in Section 11.10.
- 1.13 “**User**” means a particular individual person that is authorized to use or access a particular Department Service under this Agreement. “**User Number**” shall mean, if specified in **Exhibit 1**, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Service, not to exceed the permitted number of Concurrent Users authorized. Licensee shall provide a list of all authorized Users to the Company, updated from time to time as necessary to keep the Company advised of all authorized Users. The identification of all authorized Users shall be in a form and format

acceptable to the Company. Licensee has a continuing duty to update the Company regarding any changes to its authorized Users including, but not limited to the resignation, death, or termination of employment or services of any User.

2.0 LICENSE

2.01 Grant of License

The Company hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable, limited, revocable license to use the Services identified in **Exhibit 1** during the Term solely for Licensee's internal use, subject to timely payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Services authorized in **Exhibit 1** specifically for that Department, and none other; by no more than the number of Users authorized in **Exhibit 1** specifically for that Department for that Department Service; and by no more at any given time than the number of Concurrent Users authorized in **Exhibit 1** specifically for that Service and that Department. Each Licensee Department must use its identified Department Service(s) and related materials only in the regular course of its lawful business, within its usual governmental capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, and in the manner contemplated by, and under the terms and conditions of, this Agreement. The Company hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.02 Users, Concurrent Users

Licensee has the right to permit access and use of the Service(s) by authorized Licensee Department employees who have been identified to the Company as authorized Users, up to the User Number specified in **Exhibit 1** for the applicable Service; *provided*, that no more than the authorized Concurrent User Number of Users may access or use the particular Service(s) at any given time.

2.03 Ownership of Services and Provider Materials; Right to Modify

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services or Provider Materials whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services and Provider Materials are and shall remain vested in, and shall vest solely with, the Company. This Agreement does not create or transfer any right, title, or interest in or to the Services or any related materials in favor of Licensee or any third party. The Company reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Company's services to its customers; (ii) the competitive strength of or market for the Company's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Company shall advise Licensee prior to making any changes to the Services and Provider Materials which alter the

representations or services, which Company represented to Licensee and /or is obligated to perform hereunder.

2.04 **No Alterations or Derivative Works**

This Agreement does not grant Licensee the right to knowingly make derivative works or otherwise alter, modify, or adapt the Services or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as “**Licensee’s Designee**”), inspect, work on, improve, reverse engineer, enhance, adapt, develop, or otherwise use or exploit any of the Services, Provider Materials or other Company Intellectual Property Rights (collectively “**Alterations**”) in any manner whatsoever not authorized expressly by this Agreement, without express written permission from the Company. Licensee shall not knowingly make any replacements or substitutions to the Services and other Provider Materials without the written consent of the Company. Any such replacements or substitutions, or any derivative works, in whole (or part if incomplete), shall become the exclusive property of the Company as of the time of their creation and be subject to this Agreement unless the Company otherwise agrees in writing. If knowingly Licensee or anyone acting on Licensee’s behalf, directly or indirectly, modifies the Services or other Provider Materials without the Company’s written consent, the Company’s obligation to provide maintenance and provide support, at the Company’s option, will terminate; and any warranty of functionality will be voided.

2.05 **Ownership of Alterations Including Derivative Works**

If necessary, Licensee may request Company’s consent to Alterations, including but not limited to Alterations that may constitute copyrightable or patentable derivative works, by Licensee or any Licensee’s Designee.

2.06 **No Removal of Proprietary Legends or Notices**

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Services, Documentation, and other Provider Materials.

2.07 **Licensee Data**

Licensee retains all rights in and to its Licensee Data. At the termination of this Agreement, or at any other time upon written request by Licensee and as a Special Service, the data will be exported by the Company to Licensee in a symbol-delimited ASCII format with an accompanying record layout, or in such other format appropriate for Licensee and which the Company is practically capable of producing and to which the Company agrees; provided, that use of such non-ASCII format does not infringe any Intellectual Property Rights of the Company or any third party.

If Licensee provides Licensee Data in a non-ASCII format, Licensee agrees it will pay for such programming, conversion, reformatting, manipulation, or other processing, as Special

Services pursuant to Section 11.10, at the Company's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses. If requesting conversion of Licensee Data to a non-ASCII format, Licensee must specify in writing to the Company what data records Licensee desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded. The Company will be given an opportunity and reasonable time to present Licensee with a scope of work/proposal regarding such programming, conversion, reformatting, manipulation, or other processing of non-ASCII format Licensee Data which scope of work/proposal and pricing shall be approved in writing by Licensee prior to the Company beginning such Special Services.

NOTE: A symbol- or tab-delimited ASCII file would be provided upon normal termination without charge, but there would be a charge for any other format, or if any reformatting, processing, or other manipulation of such a file were requested by Licensee or Licensee's new provider.

If this Agreement has been terminated under Section 8.0 on the basis that funds have not been appropriated, the Company will have no obligation under this section or otherwise to provide any transfer or conversion assistance to Licensee unless and until Licensee (i) certifies in writing that funds are available for such services from current funding sources and (ii) Licensee commits in writing to pay the Company for such services from such current funding sources.

Licensee will be solely responsible for obtaining, and for the costs of, any applicable third-party licenses or consents, or for the costs of any additional equipment or software required by the Company, that may be needed to accomplish or permit the conversion of Licensee Data to the agreed export format and using the agreed media.

2.08 No Access by Unauthorized Persons or Entities

Licensee will not knowingly permit, and warrants to the Company it will not permit, the Services or other Provider Systems to be used, accessed, inspected, reviewed, or viewed either directly or indirectly by any unauthorized person or entity. Licensee will not knowingly provide copies of any reports or other output by the Provider Systems and Services to any person or entity not authorized to receive them under this Agreement, or to which Licensee is not otherwise required by applicable law to provide. This is a material condition of this Agreement.

2.09 No Sublicenses or Unauthorized Extensions of License

Licensee may not knowingly grant or extend, and warrants to the Company it will not knowingly grant or extend, sublicenses or other rights in or to the Services or other Provider Materials to others not authorized by this Agreement to receive them, including but not limited to Departments not expressly authorized in **Exhibit 1** to use the specific Service; or assign or transfer the License in whole or part, or any rights in or to the Service, to any unauthorized third party or to unauthorized Licensee Department or person. This is a

material condition of this Agreement.

3.0 LICENSEE FEES; INITIAL MIGRATION OF DATA

3.01 Fees.

The fees for this Agreement shall be the amounts specified in **Exhibit 1**, to be paid over the Term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Concurrent Users within a Department, (ii) Departments, (iii) Department Services, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Service, must be agreed in writing by both Parties, and may result in additional fees, including fees for additional installations or authorizations, and increases in any annual or monthly fees, as specified by the Company.

3.02 Services

Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, the Company will provide the Services specified in **Exhibit 1** and **Exhibit 2**, as those Exhibits may be amended in writing from time to time.

3.03 Initial Migration of Licensee Data to Provider Systems.

(a) Licensee is responsible, at its own cost, for providing the Company with Licensee's existing Licensee Data and any other data for which the Company services will be provided, in a format acceptable to the Company and which the Company is readily able to import into and use with Provider Systems ("**Acceptable Data Migration Format**"). An Acceptable Data Migration Format includes a corresponding record layout for the data.

(b) If Licensee Data is in the possession of a third party (e.g., a prior service provider other than the Company), Licensee is responsible for obtaining Licensee Data from the third party in an Acceptable Data Migration Format. All costs of and charges by the third party to provide Licensee Data in such a format will be borne fully by Licensee.

(c) Licensee's tender of its Licensee Data to the Company for initial installation into Provider Systems (the initial migration of Licensee Data), or other additional data tendered for input (including input by Licensee Users) (all being "**Tendered Data**"), will be Licensee's representation to the Company that the Tendered Data is validated by Licensee as being Licensee Data and that it is accurate for the purposes of the Company's provision of Services under this Agreement.

(d) The Company will not be responsible in any way for any errors in the Tendered Data provided by Licensee for either: (i) initial migration (including but not limited to inaccuracies in the data themselves and any errors arising from or traceable to formatting errors, failure to properly populate identified fields or to populate in formats other than those specified for the file, or other irregularities or inconsistencies) ("**Initial Data Errors**"), or in any later-tendered data ("**Later Data Errors**"), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such

Data Errors or other inadequacies of the Tendered Data or the format in which tendered, or (ii) errors, inconsistencies, incompleteness, or other deficiencies discovered by Licensee's independent auditors (“**Audit Errors**”, and along with Initial Data Errors and Later Data Errors, the “**Errors**”)) during any annual or special audit undertaken by or on behalf of Licensee.

(e) If any Tendered Data file provided by Licensee requires any Company conversion, manipulation, reformatting, verification, or other work or processing required for or convenient to installation of any Tendered Data and to use it in Provider Systems and Services (“**Data Conversion**”), including but not limited to correcting any Errors, that Data Conversion shall be a Special Service (see Section 11.10), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay the Company's reasonable costs and expenses, on a time-and-materials basis at the Company's then-prevailing rates, including reasonable travel costs and per diem expenses. The Company shall be entitled to fees for Data Conversion service provided whether or not Licensee re-tenders Licensee Data before completion of Data Conversion by the Company of previously tendered data. Further, Licensee acknowledges and agrees that Licensee shall be solely responsible for the costs and expenses of any third-party CPAs, consultants, and other experts engaged to resolve any Errors or other issues encountered by such Licensee including the time and expense of the Company incurred in engaging with such CPAs, consultants, and other experts.

(f) In practice, the process of successfully (and as accurately as possible) importing Licensee Data into Provider Systems may take several iterations. E.g., the third party previously storing Licensee Data (or Licensee, as the case may be) (“**Prior Data Holder**”) may provide a data output and associated record layout, but an initial data migration test (or full importation attempt by the Company) may show that adjustments or manipulations of the Prior Data Holder's output data file are required for successful importation. The Prior Data Holder's initial response to the Company's request for assistance, if provided, may or may not resolve the migration issues. If not, the process of attempting to obtain adjusted data files or other assistance from the Prior Data Holder may require multiple iterative attempts of this kind before a readable, usable, reliable import data file is obtained. Even then, the Company may be required to perform data import tests, data manipulations, and accuracy testing. Licensee recognizes that such iterations may be required and agrees to bear all costs for obtaining the assistance of the Prior Data Holder. If the Prior Data Holder does not fully cooperate, Licensee will bear the costs incurred by the Company to correct any data formatting errors, irregularities, or inaccuracies that must be made by the Company to effect successful migration of Licensee Data. Note that multiple iterations have a benefit, to provide Licensee the opportunity to validate Licensee Data for the Company.

4.0 TERM AND SURVIVAL

4.01 Term

This Agreement shall come into and be in effect as of the Effective Date and shall have the initial term specified in **Exhibit 2** to terminate at 11:59:59 p.m. on the last day of the specified initial term (“**Initial Term**” along with any Renewal Terms as defined below, the “**Term**”).

Unless otherwise specified in **Exhibit 2**, this Agreement shall automatically renew for successive Renewal Terms of duration equal to the Initial Term (“**Renewal Term**”) unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other total duration as permitted from time to time under applicable law unless earlier terminated pursuant to Section 10.0.

4.02 Post-Expiration Assistance

Upon termination of this Agreement in part or in full by action of the terms herein, or upon action of the Parties as provided in this Agreement, unless otherwise provided in this Agreement including Section 10.0, the Company will assist in the transferal of the Licensee Data files in the possession of the Company according to the terms of this Agreement, as specified in Section 2.07.

Licensee will be responsible for reasonable Company fees, and for any costs or expenses incurred by the Company for such assistance, as Special Services (see Section 11.10), including but not limited to transferal or reformatting of data, at the Company’s then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses.

4.03 Obligations Survive

Upon termination of this Agreement, all rights and obligations of the Parties shall cease, except that Licensee’s obligations regarding (i) confidentiality, including provisions regarding any Public Records Law; (ii) return, and warranty of complete return, of all Documentation and other Provider Materials received by Licensee during the term of this Agreement to the Company; (iii) venue, consent to suit, and choice of laws; (iv) payment of license fees, costs, and Taxes that were incurred prior to the date of termination or fees for post-expiration assistance by Company as specified in Section 4.02 herein ; (v) limitations of liability; and (vi) indemnity by Company shall survive termination of this Agreement, as well as any obligations to pay accrued fees or to reimburse costs or expenses to the Company incurred by Licensee prior to date of termination of this Agreement.

Nueces County Hospital District - 2024

5.0 PAYMENTS

5.01 Payment Due Upon Invoice

All sums due hereunder shall be payable upon receipt by Licensee of a Company invoice. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of the date of a Company invoice unless otherwise expressly provided in **Exhibit 1**. Payments are deemed made when received by the Company. The terms of the Texas Prompt Payment Act shall apply to all invoices submitted.

5.02 Manner and Mode of Payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to the Company at its address stated herein, or at such other address as the Company specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of the Company's designation.

5.03 Taxes

In addition to the fees or other amounts due and payable under this Agreement, Licensee is responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "**Taxes**"). .

If Licensee is tax exempt, a copy of the tax-exempt certificate must be provided to the Company by Licensee.

6.0 CONFIDENTIALITY, NONDISCLOSURE, SECURITY

6.01 Confidentiality; Protection and Non-Disclosure

Licensee recognizes the Services and other Provider Materials are subject to the Company's Intellectual Property Rights and protected in part by three United States patents (US 9,558,163 B1 - US 9,558,288 B1 - US 9,514,107. B1); and recognizes and agrees that the Services and other Provider Materials related to them are: (i) considered by the Company to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of the Company. **Licensee represents and warrants** that it will not knowingly disclose Services or any other Provider Materials or any other Company confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties or Departments or Users not expressly authorized by this Agreement, directly or indirectly, without express written authorization from the Company. In the event a request is made for Licensee to disclose Services,

Nueces County Hospital District - 2024

Documentation or other Provider Materials or information to a third party, Licensee promptly shall give written notice to the Company identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made.

6.02 **Proprietary, Trade Secret Character of Provider Materials**

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Services and Provider Materials, and expressly agrees as follows:

- (a) To use the Services and other Provider Materials solely at the place(s) of installation specified in this Agreement, and solely for the lawful business of Licensee.
- (b) To ensure that specific Department Services and other Provider Materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Services(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Service(s) at any given time;
- (c) To knowingly make no unauthorized copies of the Provider Materials, or any component or portion thereof, by any means for any purpose whatsoever, without prior written consent of the Company;
- (d) To knowingly make no unauthorized dissemination of the Documentation or other Provider Materials or any parts thereof;
- (e) To instruct Licensee's Government Officials, employees, officers, agents or representatives, or any others, having access to the Services or other Provider Materials that they may not copy or disseminate the Provider Materials, in part or in whole, to unauthorized persons or entities, including to unauthorized Licensee Departments and personnel; that they may not provide access to the Services or other Provider Materials to any unauthorized person or entity, including to unauthorized Licensee Departments and personnel; and to require compliance with these instructions as a condition of employment;
- (f) To effect security measures, adequate to reasonably safeguard the Services and other Provider Materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Services for Licensee's own requirements; and

- (g) To knowingly reproduce the Company’s copyright, trademark, patent notices, or other marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Services and other Provider Materials on which the Company displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

6.03 No Unauthorized Copying, Modification, Dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer, or distribute the Services or other Provider Materials, or knowingly allow any other person to do so in any way or manner, without the prior written authorization of the Company.

6.04 Public Records Law

Licensee and its Departments shall immediately inform the Company in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any source code, software applications, Company documentation or other items protected by the Company’s Intellectual Property Rights, in whole or part so that Company has notice of the Public Information Request received by Licensee and Company may assert an exception to the release of such information requested to be released. Release of information by Licensee shall be in accordance with the Public Information Act under Chapter 552 of the Texas Government Code.

6.05 Compliance with Privacy Laws including HIPAA

Licensee is responsible that its networks, databases, and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter “**Access**”) individually identifiable personal information, or other protected private information no matter how denoted (e.g., personally identifiable information, protected personal information, protected healthcare information records, protected healthcare information, individually identifiable healthcare information, etc.); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations (“**Privacy Laws**”). This scope of this provision includes, but is not limited to, Licensee compliance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and all applicable regulatory rules or guidelines implementing HIPAA (“**HIPAA Regulations**”) (collectively, “**HIPAA**” unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines, regarding Licensee’s

handling of protected health information, also sometimes referred to as individually identifiable health information).

The Company is providing the Services on an “as is” basis with respect to the handling of such confidential Licensee Data. If additional equipment, software or other programming beyond the Services’ “as is” status, or procedures are required so that the data processing services provided by the Company hereunder for the Licensee may achieve compliance with Privacy Laws, considering Licensee’s network, operating systems, and equipment, and their configuration, deployment and other characteristics, Licensee’s program, applications and data access practices and procedures, staffing, access, and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of achieving compliance by the Company, as Special Services pursuant to Section 11.10, on a time and materials basis at the Company’ then-prevailing rates, and costs and expenses of any associated the Company travel, including reasonable per diem expenses.

The Company’s compliance with written requests by Licensee for reports of any type covered by HIPAA or other Privacy Laws, including their implementing rules and regulations, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by the Company will be charged to the Licensee on a time and materials basis at the Company’ then-prevailing rates.

7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY

7.01 LIMITATION OF LIABILITY

THE COMPANY’S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED TO, AND NOT TO EXCEED, THE FEES, COSTS, AND EXPENSES PAID OR REIMBURSED TO THE COMPANY BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING SUCH EVENT. IN NO EVENT WILL THE COMPANY BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION HEREBY, FOR LOSS OR INTERRUPTION OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS ANTICIPATED BASED ON USE OF THE SERVICE(S), OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION,

ACCESS TO, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES AND OTHER PROVIDER MATERIALS, OR THE ACT OR FAILURE TO ACT OF THE COMPANY, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THIRD PARTY CLAIMS AGAINST THE COMPANY, OR AGAINST LICENSEE FOR USE OF THE SERVICES AS PERMITTED BY AND IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, EXCEPT AS SET FORTH IN SECTION 7.03(F).

7.02 **LIMITED WARRANTY/DISCLAIMER OF ADDITIONAL WARRANTIES**

THE COMPANY PROVIDES THE SERVICES AND OTHER PROVIDER MATERIALS TO LICENSEE WITH ONLY A LIMITED WARRANTY, NAMELY, THAT THE SERVICES WILL HAVE THE FUNCTIONALITY DESCRIBED IN THIS AGREEMENT. BEYOND THAT LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES OR OTHER PROVIDER MATERIALS WILL ALWAYS BE ACCURATE, UNINTERRUPTED, OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY THE COMPANY OR ITS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. THE COMPANY DOES NOT WARRANT THAT ANY PROVIDER SYSTEMS USED TO RUN OR ACCESS THE SERVICES OR OTHER PROVIDER MATERIALS, OR THE DATA USED TO GENERATE REPORTS, OR THE REPORTS GENERATED, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL LICENSEE DATA, AND THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH LICENSEE DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH LICENSEE DATA, PROVIDED HOWEVER, THAT THE COMPANY WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO EVALUATE ANY ISSUES WITH THE SERVICES BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

If a Service does not provide the described functionality, the Company will use commercially reasonable efforts to cure the deficiency. If the Company is unable to do so, or to provide a replacement module or a satisfactory work-around, Licensee may request a refund of a portion of fees it has paid for the use of that Service corresponding to the period

for which Licensee's business has been adversely affected by the defect; any such refund will be based on the relative proportion the defective Service bears to the whole of the Services provided, as the case may be, for which the fee is attributed, as measured by comparing the number of lines of code of the applicable module or subroutine that are added, deleted, or changed to remedy the defect, to the total number of lines of code in the applicable module or subroutine before correction to remedy the defect.

7.03 **Infringement Indemnification**

(a) The Company agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of Intellectual Property Rights asserted against Licensee by reason of Licensee's use of the Services as delivered by the Company or used by Licensee, where such use by Licensee has complied with the terms and conditions of this Agreement regarding use, dissemination, and copying of the Services and other Provider Materials, access to them, and protection and handling of them, and does not result from the events described in Section 7.03(f) below.

(b) The Company's obligation to indemnify and hold harmless will apply provided that the Company is promptly given notice in writing by Licensee of any such third party claim and that the Company has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with the Company in connection with any defense by the Company of such claims or attempt to settle such claims.

(c) Failure of Licensee to provide such notice or assistance shall be a material breach of this Agreement, for which the Company shall have the right immediately to terminate this Agreement.

(d) The Company is not obligated to defend such third-party claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims but shall bear its own costs of such participation and its costs to assist the Company.

(e) This obligation of the Company to indemnify Licensee will not apply if the claim of infringement is based in whole or material part on: (i) the development or use of any derivative work developed by or for Licensee by other than the Company or its designated contractors; (ii) Licensee's use of the Service(s) with devices or products not provided or approved by the Company; (iii) use by a person or entity not authorized under this Agreement to use or access the Service(s); (iv) the event giving rise to the claim of infringement is based on use of a version of the Service(s) modified without the consent of the Company; (v) Licensee's use constitutes willful infringement, including but not limited to Licensee's continued use of a Service after it has been notified or otherwise being aware there is or is likely to be a claim of third party infringement concerning that Service or its use by Licensee; (vi) Licensee's use of the Service after termination of this Agreement; (vii) Licensee uses or applies the Service in ways or for purposes for which it was not designed or for which its use was not contemplated by the Company, and Licensee's use or application as intended by the Company would not have given rise to the third-party claim; (viii) the alleged infringing use was by persons or entities other than as expressly

authorized under this Agreement; (ix) for onsite installations, Licensee was using a previous version of Service(s) and the third party claim would have been avoided had Licensee been using a more recent version; or, (x) for onsite installations, Licensee has combined use of a Service with devices or products not provided or approved by the Company and the third party claim would have been avoided but for such combined use.

(f) The Company shall have no obligation to indemnify Licensee and hold it harmless as to any damages, costs, or expenses (including attorneys' fees) that are based in whole or part on actions by Licensee that do not comply with the terms and conditions of this Agreement.

7.04 Force Majeure

The Company shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary Internet or other connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, denial of service attacks, ransomware attacks, or interference with, alteration, or destruction of Licensee Data; any action, law, order, regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body, or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; failure of Licensee systems, processes, equipment, facilities, funding, or personnel with the result that the Company's performance hereunder is adversely affected in whole or part; or any other event outside the control of the Company or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until the Company by the exercise of reasonable diligence might remove, avoid, or otherwise cure such impediment if it is within the Company's ability to cure.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term Subject to Appropriation

Except as provided in this Agreement for earlier termination, this Agreement will continue in force for its stated Initial Term and any Renewal Term(s) as set forth in Section 4.01, subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year, and failure of such appropriation will permit Licensee to terminate

this Agreement at the end of the then-current Term or Licensee fiscal year, as applicable; provided, that the required notice of termination is timely given to the Company.

8.02 Termination for Non-Appropriation

Except as described below, in the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will terminate without penalty to or further obligation hereunder of either Party as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation. The Improper Termination Amount shall be due and payable upon determination by the parties that an Improper Termination has occurred.

8.03 Licensee Certification of Funding; Licensee Notice of Non-Appropriation

(a) By executing this Agreement, Licensee certifies that it has available funds for payment of all fees stated in this Agreement during the initial fiscal year of the Licensee in the Term of this Agreement.

(b) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of any Renewal Term that Licensee has appropriated and has available sufficient funds for payment of all fees called for by this Agreement during the initial Licensee fiscal year of the Renewal Term.

(c) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of a new Licensee fiscal year during the Initial Term or a Renewal Terms that Licensee has appropriated and has available sufficient funds to pay all fees stated in this Agreement during that new fiscal year.

(d) Failure of Licensee to timely give such notices or certifications upon request by the Company is a basis for the Company to consider that the Agreement will terminate as of the end of the current Licensee fiscal year or then-current Term, as applicable, and to begin any pre-termination winding up procedures or tasks. If, having failed timely to give a required or requested notice of non-renewal or of termination, or failing timely to request renewal, as the case may be, Licensee later provides such notice and wishes the Agreement to continue for the applicable Term or fiscal year, as the case may be, and if the Company has begun any pre-termination winding up preparations, the Agreement may continue if Licensee agrees in writing that it will reimburse the Company, as Special Services pursuant to Section 11.10, and upon substantiated proof of the costs and expenses incurred by the Company for such pre-termination preparation, and any costs and expenses that will be incurred by Licensee to reverse such preparations and permit Services to continue uninterrupted, at the Company's then-current rates for time and materials, including any associated travel, and, further, certifies in writing that there are current Licensee funds appropriated and available to reimburse Licensee.

(e) Licensee must notify the Company in writing at least ninety (90) days prior to the end of any current Licensee fiscal year if Licensee does not intend to make such appropriation for its next-occurring fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; Authority to Make Agreement; Compliance with State Law

Licensee represents, covenants, and warrants to the Company that Licensee is a Hospital District of the State of Texas; and that as a Hospital District of the State it is a public and local governmental body of the State, corporate and politic, and is authorized by the Constitution and other laws of the State to enter into the transactions contemplated by this Agreement and to carry out its obligation hereunder. Licensee further represents, covenants, and warrants that it has complied with all procedures required by local or state law so that this Agreement is enforceable under the laws of the State, including that Licensee has complied with all applicable bidding or other procurement requirements or that this Agreement is within the scope of appropriate exceptions to the competitive or other procurement requirements applicable to Licensee.

9.02 Disclaimer of Reliance on Other Understandings or Practices

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 DEFAULT AND REMEDIES

10.01 Default

Without limitation hereby, the following shall constitute a default by Licensee (“**Default**”):

- (a) Failure timely to pay when due any payment under this Agreement or timely to perform any Licensee obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this Agreement;
- (c) Infringement of the Company’s Intellectual Property Rights;
- (d) An Improper Termination;

- (e) False or misleading representations or warranties as to Licensee's status and the current or next-occurring fiscal year's appropriations of funds for this Agreement made or given by Licensee; or
- (f) Any reduction in the value of the Services and related materials caused by any act of Licensee in violation of its obligations under this Agreement, or that materially diminishes the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this Agreement including Section 10.02, the Company has the right to suspend Services immediately under this Agreement upon the occurrence of any event of Default as specified above; and upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by the Company to Licensee, the Company shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and demand Licensee return any copies of Provider Materials in the possession of Licensee, and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment, no matter where located. Licensee shall certify in writing that it has complied in all respects with this Section 10.01(i);
- (ii) Take whatever action at law or in equity the Company in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement, or covenant of Licensee under this Agreement and to recover the Company's reasonable attorneys' fees and costs associated this Section 10.0; and
- (iii) Seek any other relief to which the Company may be entitled at law or in equity.

10.02 **The Company's Right to Terminate for Infringement Claims**

The Company reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any Intellectual Property Rights, or for unfair competition or trade practices or other misuse, relating to the Services or other Provider Materials, or any parts thereof, are asserted against the Company, any relevant Company licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of the Company. Termination on this basis shall be effective on notice in writing to Licensee by the Company, stating the reason for such termination. This Section 10.02 is not subject to the notice and cure provisions of Section 10.01. Termination on this basis shall impose no penalty or cost on the Company, shall release the Company of any further obligations of performance under this Agreement and shall not constitute breach of this Agreement by the Company or the Licensee.

10.03 Remedies Cumulative

The rights of termination under this Section 10.0 shall be in addition to any other right or remedy the Company or the Licensee may have at law or in equity.

10.04 Termination is Licensee's Sole Remedy

Licensee's termination of this Agreement shall be an option for any claim of breach of this Agreement by the Company asserted by Licensee, except as may be expressly provided elsewhere in this Agreement: provided, that Licensee shall first give the Company written notice of such alleged breach, with sufficient particularity that the Company may reasonably ascertain the nature of the default alleged, and the Company shall have at least thirty (30) days to cure such alleged default, or such other longer time as is mutually agreed to by the Parties or as otherwise specified elsewhere in this Agreement.

11.0 MISCELLANEOUS

11.01 Assignment

None of Licensee's rights regarding the Services and other Provider Materials may be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without (a) the Company's prior written consent, which may be withheld in its sole discretion, and (b) the execution of a new Agreement.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail; (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery; or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving Party, or to such other address, facsimile number or person as the receiving Party may designate in writing to the sending Party from time to time.

If to the Company:

Indigent Healthcare Solutions
Robert Baird
President
2040 N. Loop 336 W. - Suite 304
Conroe, TX 77304

If to the Licensee:

Nueces County Hospital District
Jonny F. Hipp
Administrator / CEO
555 N. Caranchaua Street – Suite 950
Corpus Christi, TX 78401

11.03 Severability

In the event that any provision of this Agreement is determined by a court or other tribunal with appropriate authority and jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement still gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 Entire Agreement; Modification

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the licensing and use of the Services and other Provider Materials, and supersedes all oral or written proposals or understandings concerning such licensing. This Agreement may be modified only by a writing duly executed by both Parties. Should Licensee issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order or other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented without the written agreement of the Company to all its terms and conditions shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting, modifying, limiting, expanding, or qualifying the terms of this Agreement.

11.05 Actions

In the event of litigation or other dispute proceedings arising under, concerning, or related to this Agreement, each party will bear its own costs and expenses, including attorneys' fees.

11.06 Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, [without giving effect to its choices of law principles,] and federal law, as applicable. Venue shall be in Nueces County, Texas.

11.07 Confidentiality

Subject to the requirements of the Public Information Act, Chapter 552 of the Texas Government Code, each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other Party that may be acquired or provided in the course of performance of this Agreement, to the full extent permitted by applicable law. Each Party shall promptly notify the other in writing of any discovered or required compromise of such confidentiality. Licensee shall use their best efforts to ensure that no unauthorized copies of or access to Services and other Provider Materials provided by the Company is accessed, obtained, copied, provided to, or inspected by persons or entities not authorized by this Agreement.

11.08 **No Waiver of Rights**

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent is in writing signed by the Party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default or future or past similar breach or default.

11.09 **Responsibility for Cyber Attacks**

(a) Licensee hereby represents and warrants that its employees and contractors have completed Cybersecurity Awareness Training as required by state law, if applicable.

(b) The Company shall have no liability to Licensee for any kind or form of cyber damage caused by third parties to Licensee Data, systems, networks, property, or other facilities, including from, without limitation hereby, cyberattacks (as hereinafter defined):

(i) that are directed against Licensee's facilities (including equipment, networks, software, operating systems, security methods or mechanisms, or other instrumentalities);

(ii) where the attack has gained access to Licensee's facilities as a result of acts or omissions of Licensee, its Users, or any third party; or

(iii) against the Provider Systems which have been enabled or permitted in whole or substantial part by acts of omissions of Licensee or its Users and the resulting malware or other harmful agent or action also migrates to or affects the Provider Systems.

(iv) Such acts or omissions of Licensee or its Users may include, without limitation hereby: (A) where Licensee employee, agent, guest, or other person using Licensee equipment clicks on a link, or opens an email or other document, or imports documents or data from a thumb drive or other source, including third party sources, that introduces a virus or other malicious agent that in turn infects Licensee systems and/or data, and/or migrates to the Company's systems; or (B) where a third-party gains unauthorized access to Licensee's systems by other means, such as but not limited to hacking into Licensee equipment, by accessing Licensee equipment that has inadequate security, or by otherwise penetrating Licensee's security systems.

Licensee will be responsible for payment of any costs to cure or correct the effects of such events, to Licensee's data, systems, networks, property, or other Licensee facilities including, without limitation hereby, costs of experts including for forensics, and payments made in response to demands for cyber ransom or other payments to malicious third-party

actors.

(c) Upon request in writing by Licensee, the Company will assist Licensee to remedy or work around any adverse effects of the Cyberattack on Licensee's ability to conduct business. Such assistance by the Company will be a Special Service, the costs, and expenses of which will be borne by Licensee, including not only for the Company's time, costs and expenses, but also for the costs and expenses of any third parties from which the Company obtains assistance to address the attack, and for any ransom or other amounts the Company may pay on Licensee's behalf. If the attack creates any kind of operational or other emergency, unless the requirement of the Company's giving of an estimate for the Special Service is waived in writing by Licensee (email will suffice), the Company will follow the Special Services estimate-and-approval procedure (see Section 11.10), notwithstanding any need for immediate responsive diagnosis and action to cure or work around the Cyberattack effects. If Licensee opts to permit the Company to begin diagnosis, including forensics if needed, and to address the problem before the estimate-and-approval procedure is completed, the Company will present an estimate as soon as practical, for discussion and approval or rejection in whole or part by Licensee; but Licensee agrees that its waiver or postponement of the estimate-and-approval procedure will not relieve Licensee of its obligation to pay the Company its costs and expenses reasonably incurred prior to conduct and conclusion of the estimate-and-approval procedure.

(d) The Company will work at the Company's cost to remedy or work around any effects of any Cyberattack directed against the Provider Systems that adversely affect the provision of Services to Licensee, and to ensure continuation or restoration of services as soon as possible. Licensee will provide full assistance to the Company in this effort.

(e) For the purposes of this Section 11.09, "Licensee" includes Licensee and Licensee's Government Officials, officers, employees, agents, representatives, and contractors.

(f) Without limitation hereby, "Cyberattacks" include, but not limited to: denial of service attacks, theft or corruption of data, operation of ransom ware or other data denials, hacking, operation of malware or other harmful agents, and any other electronic interference with equipment, databases, software, operating systems, networks, or other facilities, adversely affecting or with the potential to adversely affect Licensee Data or Services provided under this Agreement, caused in whole or part by third parties.

(g) Although scope of coverages available are limited and different, insurance is available commercially, that can provide some protection against adverse effects of Cyberattacks and other harmful events. Licensee is encouraged to obtain and maintain cyber insurance coverage to protect its systems, data, and facilities from harmful third-party actions.

11.10 **Special Services**

(a) Licensee may from time-to-time request that the Company provide Special Services, which are services outside the stated scope of the Agreement, but which are

related thereto. All requests for Special Services must be made in writing. Special Services include, but are not limited to, special data entry services, including program and test data keypunching, and other data entry; computer runs; industrial or system engineering services; data modeling; or other handling of data to be maintained or utilized by the Company under this Agreement, whether such data is provided to the Company by Licensee, or on Licensee's behalf by a previous or other third party provider; training by the Company after Licensee's go-live date or otherwise in excess of that provided for as part of the relevant license fee(s); unusual or special maintenance tasks, other than as necessary to provide and maintain the functionality and performance of the Service(s); forensic accounting services; bookkeeping services; and any other services not explicitly described in this Agreement as included with the stated Service fees.

(b) For custom programming (i.e., any programming not identified in **Exhibit 1**), investigating whether the Services will integrate or otherwise interface well with any third party vendor software currently used or proposed to be used by Licensee, or any other Special Service requested by Licensee that the Company agrees to provide, the Company will give Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the Special Service, based on the Company's then-current prevailing rates for work and materials. If Licensee provides a written authorization to proceed with the Special Service, including a certification that adequate current fiscal year funds are available to pay for the Special Service, the Company will perform the Special Service. The Company will have no obligation to provide, or to begin to provide, any Special Services until such authorization and certification are provided.

(c) Requests for work by the Company or products outside the stated functionality of the Services to be provided hereunder by the Company (e.g., responding to requests by regulatory or administrative agencies for data or reports not capable of generation by Licensee using the existing functionality of the Services, or for litigation or other purposes; or responding to open records requests) will constitute a Special Service. Such requests from such third parties must be directed to Licensee, not the Company, which will not respond directly to the third party. Upon written agreement by Licensee that it will compensate the Company for the Special Service required to assist Licensee to respond, and will reimburse the Company for incurred costs and expenses, and certification that funds exist to pay the Company's compensation, costs, and expenses, the Company will undertake the Special Service; provided, further, that if the response is to be provided in a short period of time, the Company's compensation may include a component reflecting that the Company personnel will be required to work more than their ordinary number of hours per day, or to work on weekends or holidays, and be compensated accordingly.

11.11 **Mediation**

Before either Party may seek judicial relief regarding any claim or dispute arising under, related to, or concerning this Agreement, except for the Company's seeking equitable relief pursuant to Section 10.05 or as otherwise permitted at law, the Parties agree to engage in non-binding mediation in Nueces County and with a mediator acceptable to both Parties.

The Parties will share equally the costs and expenses of mediation, except that each Party will bear its own costs of participation and any legal or other representation.

11.12 No Arbitration

Neither Party may be compelled to arbitrate any claim or dispute arising under, related to, or concerning this Agreement without its express written consent.

11.13 Headings and Captions

Descriptive headings and captions are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical, or trade meanings shall be so construed. Words of any gender are deemed to include any other genders; and use of the singular or plural shall include the other, unless otherwise required or apparent by context. This Agreement shall be construed according to fair meaning and not for or against either Party.

11.14 Designation of Materiality Not Exclusive

Some provisions of this Agreement bear the explicit designation of being material obligations. Materiality of a provision in this Agreement is not exclusive to such explicitly designated provisions; those designations are made to ensure Licensee is aware that the obligation of Licensee so designated is considered a material obligation under the Agreement.

11.15 Tex. Gov't Code Ch. 2270 Verification

The Company's execution of this Agreement includes written verification that the Company does not boycott Israel and will not during the Term of this Agreement.

[End of main body of document.]

APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this Non-Exclusive License Agreement in its entirety; understands its terms; is duly authorized to execute this Non-Exclusive License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of 09/01, 2024 (the “**Effective Date**”).

Indigent Healthcare Solutions

Nueces County Hospital District

Robert Baird
President

Jonny F. Hipp
Administrator/Chief Executive Officer

Date: _____, 2024

Date: _____, 2024

Exhibit 1 – Departments, Services, and Users

To Non-Exclusive License Agreement Between The Nueces County Hospital District And Indigent Healthcare Solutions

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Service(s) stated below. The number of authorized Users and the Concurrent User Number for each such Department and each Service authorized for that Department are specified in this Exhibit. No more than the authorized Concurrent User Number of Users may access and use the applicable authorized Service at any given time. Monthly fees are not based on the number of authorized Users, but on the authorized Concurrent User Number. The Concurrent User Number may be increased on request of Licensee with the consent of the Company, with an approved Addendum to this Exhibit 1 signed by both Parties. Each additional authorized Concurrent User will result in an increased license fee as specified below, per additional authorized Concurrent User, per month. The License fee includes all new releases and versions of the specified Service. The Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

SAAS Applications – Departments

1. Nueces County Hospital District

	Monthly License Fee	# Concurrent User Licenses	Extended Total Monthly License Fee
1 st User License	\$950.00	1	\$945.00
Additional User Licenses	\$160.00	15	\$2,400.00
AMA Licensing (CPT/ICD)	\$14.00	16	\$224.00
Document Scanning	\$50.00	16	\$800.00
SMS Text Messaging	\$50.00	1	\$50.00
Provider Pipeline	\$250.00	1	\$250.00
On-Line Application Portal	\$275.00	1	\$275.00
Total Licensing			\$4,944.00

Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day of each month by Licensee at the Company's Conroe, Texas, office (or at such other place for payment designated in writing by the Company from time to time) by 5:00 p.m. Central Time. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by the Company. Payment is deemed made when the Company receives payment. Payment is to be made in United States dollars.

Additional Departments or Department Services

Upon written request of Licensee, additional Departments or Department Services may be added, subject to consent of the Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Services, or installation, training, or

additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Concurrent Users

Additional Concurrent Users may be added upon request of Licensee with the approval of the Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and the Company, for an increase in the license fee stated for that Department Service equal to \$160.00 per month per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

[THIS AREA LEFT BLANK INTENTIONALLY]

SaaS Services Software Deliverables

Administrative Menu:

- Active User List
- Budget Tracking
- Change Batch Dates
- General Ledger Maintenance
- Hidden Clients
- Hidden Vendors
- Message Center
- Posting Check Numbers
- System Setup
- Voiding Records

Administrative Reports:

- Bill Processing Time Report
- Case Entry Statistics
- Case Management Detail Report
- Case Processing Time Report
- CPT Usage Reports
- Dashboard Report
- Diagnosis Class Report
- Diagnosis Detail Report
- Diagnosis Usage Reports
- DRG Usage Reports
- Generic Drug Lookup
- Productivity Report
- Trends Reports

Bill Management:

- Adjustment Codes for claim denials
- Automatic CPT/HCPCS Rates Updated from Medicaid and/or Medicare Fee Schedules
- Bill Entry and Re-pricing
- Client Program/Status Display and Validation
- Duplicate Invoice Screening
- Envelope/Label Printing
- Invoice Validation Checks
- Real-Time Expenditure Tracking

Bill Reports:

- Amount Paid to Clients
- Amount Paid to Vendors
- Bill Data Export
- Claim Denial EOB
- Client Explanation of Benefits (EOB)
- Date of Service (DOS) Report
- GL Totals Report
- Hospital Utilization Report
- Daily Invoice List
- Invoice List by Group
- Monthly Adjustment Code Report
- NCHD Imputed Claims Report
- NCHD Reversals Report
- Provider Explanation of Benefits (EOB)
- Referrals Report
- Single Invoice Print
- Vendor Directory
- TMF Report by Place of Service
- Top 10 Diagnosis Report by Place of Service
- Claims Paid by Place of Service
- Claims Detail by Place of Service
- Check Register by Month

Client Management

- Address Validation & Search
- Case Document Scanning
- Case Management with Assessments and Goal Tracking
- Custom Client Letters
- Duplicate Client Checks
- Eligibility Determination
- Envelope/Label Printing
- Extensive Notes Tools
- Phone Number Information Display
- Printable Forms History
- Quick Income Calculator
- Referral Authorization Tracking
- Tracking of Previous Diagnoses

Client Reports:

- Active Client List
- Application Data Export
- Case Management Goals Report
- Case Management Time Report
- Case Notes Report
- Client Data Export
- Clients/Applicants by Group Report
 - Denial Reason
 - HH Size
 - Pending Other Pay Sources
 - Program
 - Zip Code
- Client FY History
- Client Information Report
- Client YTD Report
- Identifiable /Completed Application Report
- NCHD Application Analysis Report
- Rapid Registration by Group Report
- Rapid Registration Information
- Termination List
- Worksheet Report

Codes Menu:

- Ability to Set Codes for Custom Software Configuration
- Administrative Codes Setup
- Appointment Settings & Preferences
- Bill Rates & Preferences
- Client Letter Setup
- Client Group Tracking
- Client SAAS Setup
- Fee Schedule Reference:
 - CPT/HCPCS Codes (Procedure Codes)
 - ICD-10 (Diagnosis Codes)
 - MS-DRG/APR-DRG Codes (Inpatient Grouping Codes)
 - NDC Codes (Drug Codes)

Electronic Claims and Electronic Transfers:

- Ability to import E-claims received in 837i and 837p format
- Ability to override E-claim payables if needed
- Ability to generate 835 files for submission back to providers
- Generate eligibility file sent to Christus
- Real-time eligibility file sent to Pharmacy

Forms:

- 3064 Application Form
- 3065 Worksheet
- 3066 Report of Changes
- 3067 Appointment Notice
- 3068 Request for Information
- 3069 Health Care Services Form
- 3072 Monthly Activity Report
- 3076 Case Information Release Form
- 3077 Batch Eligibility Notice
- 3078 Claim Processing Notification Form
- 3080 SSI Appellant Notification Form
- 3081 Appellant/Provider Form
- 3082 Ineligibility Notice
- 3083 Optional Services Form
- 3084 Employment Verification Form
- 3085 Self Employment Form
- 3086 End of Year Report
- 3088 Request for State Assistance
- Custom Client Letters
- Provider Reimbursement Form
- Referral Authorization Form
- Statement of Personal and Business Income & Expenses

Other Functionality:

- AMA Licensed Updates for CPT Procedure and ICD-9/ICD-10 Diagnosis Terminology
- Application Portal for Online Application Submission – (this is new)
- Appointment Screen
- Appointment Reports
- User Dashboard with Live User and System Reminders
- Client Support Portal
- Ad-hoc Data Export Menu for Application, Client Provider and Invoice Data Elements – new)
- Integrated Imaging: Scanning/Importing Within Management Screens –(this is new)
- Live Remote Support
- Online Documentation for Procedures
- Provider Management
- Provider Pipeline for Bill Status
- Provider Pipeline for Eligibility Checks Rapid Registration (Client Pre-Screening)
- Referral Authorization Form
- Reimbursement Request Tracking
- Self-Study Training Videos
- Secure File Transfer Interface
- SMS Text Messaging
- System Activity Audit Reports

Exhibit 2 – Term and Scope of Services

To Non-Exclusive License Agreement Between Nueces County Hospital District And Indigent Healthcare Solutions

Nueces County Hospital District

Term of Agreement; Renewals

Initial Term:

Start Date 09/01 , 2024

End Date 08/31 , 2026

Unless notice is given in writing by either Party to the other on or before ninety (90) days before the end of the Initial Term (or, as applicable, the then-current Renewal Term), this Agreement will automatically renew for a Renewal Term of the same length as the Initial Term (or, as applicable, the current Renewal Term), for up to three (3) Renewal Terms.

Hosted SAAS Services – Cloud-Based Computing and Data Management

No SAAS applications will be installed on Licensee’s site. The Services will be hosted remotely at the Company’s facilities located at 4100 Smith School Road, Austin, Texas 78744. Upon execution of the Agreement, the Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Services and to store Licensee Data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g. the Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with the Company’s cloud-based servers. Licensee’s Internet connectivity must have at least the minimum upload and download rates required by the Company. Company will provide Licensee with notice of the necessary equipment, networks, or connectivity adequate for use with the Company’s SAAS, 60 days prior to any installation by Company. The Company is not responsible for failure of or unsatisfactory performance of the Service(s) where Licensee’s equipment, networks, or connectivity are not adequate for use with the Company’s SAAS Services. In the event that Licensee’s present internet connectivity does not have minimum upload and download rates, Company will advise Licensee of the deficiency in writing 30 days prior to any installation by Company.

Licensee is wholly responsible for having, applying, and maintaining security systems and

Nueces County Hospital District - 2024

procedures necessary to ensure the integrity of Licensee's operations utilizing the Service(s) and security of Licensee's transmission and receipt of data to and from the Company's hosted servers. The Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Service(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third-party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Provider Systems.

Maintenance

The Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, the Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Services by the Company will be by remote access. In the event that maintenance by remote access is insufficient Licensee shall advise Company in writing within 10 business days of any problems persisting after Company's remote maintenance. If Company's failure to remedy such occurrence persists after 30 days, such failure shall be considered Default by Company and shall be subject to Section 10.0 Default and Remedies herein.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("**Service Requests**"), and submit all complaints or reports of errors or malfunctions ("**Error Reports**") in writing to the Company. The Company is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to Robertb@indigenthealthcaresolutions.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by the Company of asserted errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by the Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked.

Data Backup

For remote installation (cloud-hosted service), unless otherwise agreed, the Company will be responsible to conduct daily and monthly backup of Licensee Data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which the Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service). Orientation

The Company will provide training to Licensee when in the opinion of both Parties, it will further
Nueces County Hospital District - 2024

the intent of this Agreement and facilitate and expedite the provisions of the Services. Initial access to the Services will occur after the initial orientation of appropriate Licensee personnel by the Company, at a time and location to be arranged by and agreed to by the Company. Orientation and training shall be at no additional cost to Licensee beyond reasonable expenses of the Company as defined in **Exhibit 1**.

The Company will provide Licensee with up to Ten (10) days of onsite training at no additional cost other than reimbursable travel and per diem expenses. It is Licensee's responsibility to identify personnel to be trained, and to provide space for, and to schedule training at times agreed by the Company, to occur in time for Licensee's personnel to be able to perform their functions without interference with or delay of Licensee business functions dependent on the Services.

Expenses and Out-of-Pocket Costs

Licensee shall reimburse the Company for reasonable costs and expenses incurred by the Company other than as included in stated License fees for use of the authorized Services and related materials. The Company will ask Licensee to pre-approve all anticipated Company expenses, the costs of which are to be reimbursed by Licensee, except where Licensee agrees in writing to forgo pre-approval of Company's anticipated expenses to be reimbursed by Licensee due to the need to respond quickly to Licensee's unanticipated situation. The Company will submit to Licensee an invoice supported by original receipts supporting the costs and expenses requested to be reimbursed by Licensee.

Unless otherwise agreed, the Company will be reimbursed.

- At then-current government rates for the applicable region;
- For hotel room categories corresponding to Courtyard by Marriott or Hampton Inn;
- For mid-size car rental;
- For mileage at the current legal reimbursement rate; and
- For the then-current daily federal per diem rate for the area, plus applicable tax, plus fifteen percent (15%) meal gratuity per ACA 19-4-925(b).

Licensee Input

The Company sends each Licensee customer an annual survey seeking Licensee comments, to which the Company strongly encourages you to respond.

The Company also periodically holds a customer advisory meeting. All current Licensees are invited and are encouraged to attend. (Attendance is at the Licensee's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, the Company identifies improvements, modifications and/or enhancements it will seek to make to the Services over the next year. Any improvements, modifications, or enhancements the Company makes as a result of the customer survey or advisory meeting will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by state or federal law will be provided at no cost to Licensee.

[END]

BUSINESS ASSOCIATE AGREEMENT

(Intended to be an Amendment or Addendum to an Agreement
For Services Involving the Use, Creation or Transmission of
Protected Health Information)

This Business Associate Agreement (“Agreement”) effective on 09/01, 2024 (“Effective Date”) is entered into by and between Indigent Healthcare Solutions (“Business Associate”) and Nueces County Hospital District (“Covered Entity”).

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information (“protected health information”) published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Rule”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and to comply with Health Insurance Reform: Security Standards published on February 20, 2003 by the Secretary of HHS to amend 45 C.F.R. Parts 160, 162, and 164 (the “Security Rule”) under HIPAA.

B. The parties have a prior agreement (the “Non-Exclusive License Agreement” or “NELA”) under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity.

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the NELA between the parties provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only to its employees, subcontractors, and agents, in accordance with Section 2(b) or (d) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by this Agreement, including breaches of unsecured Protected Health Information as required by 45 C.F.R. 164.410, and any security incident of which Business Associate becomes aware within fifteen (5) days of the Business Associate's discovery of such unauthorized use;

(c) Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information other than as provided by this Agreement;

(d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree to adhere to the same restrictions and conditions on the use of protected health information that apply herein, including the obligation to return or destroy the protected health information;

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation;

(f) Business Associate agrees not to use or disclose Protected Health Information in a manner other than as provided in this Business Associate Agreement, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose Protected Health Information, to the extent practicable as a limited data set or limited to the minimum necessary amount of Protected Health Information to carry out the intended purpose of the use or disclosure in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of Protected Health Information.

(g) Business Associate agrees to document disclosures of protected health information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R §164.528.

(h) Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R §164.526 at the request of the Covered Entity or an individual, and in a reasonable time and manner.

(i) Business Associate agrees to provide access, at the request of the Covered Entity, and in a reasonable time and manner, to protected health information in a designated record

set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirement under 45 C.F.R §164.524.

(j) Business Associate agrees to document any disclosures of Protected Health Information made by it to account for such disclosures as required by 45 CFR §164.528. Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of Protected Health Information; (ii) the name of the entity or person who received the Protected Health Information and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure

(k) Business Associate agrees that within fifteen (15) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528. Business Associate will provide an accounting of its disclosures of Protected Health Information upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under U.S. Department of Health and Human Services regulations adopted in connection with the HITECH ACT

(l) Return to the Covered Entity or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Business Associate's possession and retain no copies. Upon a determination by the Business Associate that return, or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such protected health information.

3. Responsibilities of the Covered Entity. With regard to the use of protected health information by the Business Associate, the Covered Entity hereby agrees:

(a) To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;

(b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Business Associate's use or disclosure of protected health information.

(d) To notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R §164.520 to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(e) Not to request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives, and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement, and that cure is not possible. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination or cure is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the NELA.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

7. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

8. Survival. The respective rights and obligations of Business Associate under Section 2 (j) of this Agreement shall survive the termination of this Agreement.

9. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

10. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is

intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

11. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: Indigent Healthcare Solutions
2040 N. Loop 336 W. – Suite 304
Conroe, Texas 77304

If to Covered Entity: Jonny F. Hipp Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street – Suite 950
Corpus Christi, Texas 78401

HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any U.S. Department of Health and Human Services regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this Business Association Agreement as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this Business Association Agreement upon 30 days' prior written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as
IN PRESENCE OF:

Business Associate

Nueces County Hospital District (Covered Entity)

Robert Baird
President

Jonny F. Hipp
Administrator / Chief Executive Officer

Date: _____, 2024

Date _____, 2024

**Nueces County Hospital District
Software Costs Analysis
December 2023**

EZ Cap Required Update Costs

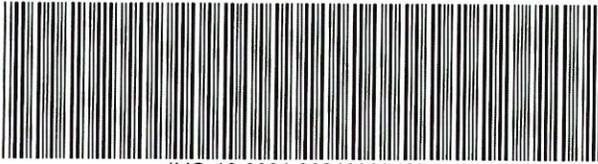
-Server Upgrade - Nov 23 Cost		\$	108,000.00
-PC Upgrades - Nov 23 Cost			19,356.00
-Estimated EZ Cap Upgrade Costs			7,500.00
EZ Cap Upgrade Costs		\$	134,856.00

Current EZ Cap Annual Costs

EZ Cap Qtrly User Support/ Maintenance	11,332.48	\$	45,329.92	(Does not include CPT/ICD10 updates)
Scanning Per Month	782.00		9,384.00	
Current Total		\$	54,713.92	

IHS - 16 Licenses

			Month	Year
1st User License		\$	945.00	\$ 11,340.00
Additional 13 CC Users	\$160/User		2,400.00	28,800.00
Subtotal - User License		\$	3,345.00	\$ 40,140.00
CPT/ICD-10 Codes	\$14/User		224.00	2,688.00
Total License Fees		\$	3,569.00	\$ 42,828.00
<u>Additional Services:</u>				
Scanning within system	\$50/User	\$	800.00	\$ 9,600.00
Text Messaging			50.00	600.00
Online Application Submission			275.00	3,300.00
Total Additional Services		\$	1,125.00	\$ 13,500.00
Grand Total		\$	4,694.00	\$ 56,328.00



VG-12-2024-2024000376

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2024000376

Public Notice

PUBLIC NOTICES

Recorded On: August 23, 2024 11:39 AM

Number of Pages: 7

" 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: 2024000376
Receipt Number: 20240823000082
Recorded Date/Time: August 23, 2024 11:39 AM
User: Regina C
Station: CLERK07

Record and Return To:

RTC-NOTINE OF HOSPITAL DISTRICT



Kara Sands

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

Main: (361)888-0580

Receipt: 20240823000082

Date: 08/23/2024

Time: 11:39AM

By: Regina C

Station: CLERK07

Status: DUPLICATE COPY

<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	2024000376	7	\$0.00	
2	Public Notice	PBN	2024000377	5	\$0.00	
3	Public Notice	PBN	2024000378	9	\$0.00	

Order Total (3) \$0.00

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

RTC-NOTINE OF 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>

RECEIVED

AUG 23 2024

KARA SANDS
CLERK OF THE COUNTY COURT
NUECES COUNTY, TEXAS

NOTICE OF PUBLIC MEETING
NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS

Board of Managers - Regular Meeting
Tuesday, August 27, 2024 at 12:00 PM

Location:

Board of Managers Meeting Room, 555 N. Carancahua Street, Room 950-A, Corpus Christi, Texas 78401

MEETING IN-PERSON AND VIA VIDEOCONFERENCE CALL

The Nueces County Hospital District ("NCHD") Board of Managers or a Committee thereof as specified above will hold a meeting on the date and at the time and location shown above. The agenda item(s) for this meeting are set forth on the accompanying page(s); agenda item(s) are not necessarily considered in the order listed.

On September 1, 2021, Governor Abbott rescinded the suspension of certain Rules of the Texas Open Meetings Act ("Act") which had allowed meetings to be conducted entirely virtually. The specified NCHD Board of Managers meeting will be held both in-person and via videoconference call. Public participation will be available in-person as well as via videoconference call as allowed under the Act. It is the intent that a quorum of the Board of Managers as required for the specified meeting will be physically present at the location posted in this meeting notice. It is also the intent that the Board member presiding over the meeting be physically present for the specified meeting at the location posted in this meeting notice. Any member of the Board of Managers participating by videoconference call shall be visible and audible to the public whenever the member is speaking; Board member participation by audio-only is no longer permitted. Although the meeting will be open to the public during the open portions of the meeting, any member of the public wishing to observe the meeting may do so via videoconference call and as well as participate via videoconference call in public comment, may do so through the videoconference call Zoom meeting link shown on this meeting notice below, as well as shown on NCHD's website.

The Texas Open Meetings Act defines a "videoconference call" as a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet. Zoom is an Internet-based communications platform that allows users to connect with duplex audio and video signals. Using Zoom requires an Internet connection and a supported device.

Meeting agendas and supporting materials are available via NCHD's BoardBook meeting management system at: <https://meetings.boardbook.org/Public/Organization/1886>.

Attend Meeting via Videoconference, Join Zoom Meeting:

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFBoZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, August 27, 2024 at 12:00 PM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

___ John E. Valls, MBA, Chairman
___ Vishnu V. Reddy, M.D., Vice Chairman
___ Sylvia Tryon Oliver
___ Belinda Flores, R.N.
___ Judge Mariana Garza
___ Efrain Guerrero, Jr.
___ Arthur Granado

3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. 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.

4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

5. PUBLIC COMMENT - Persons attending in-person and 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. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their

desire to comment when the officer calls for public comment from those attending via audio and video conference. 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.

6. CONSENT AGENDA - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

A. Approve Board of Managers minutes:

1. Regular Meeting of July 23, 2024 and
2. Special Meeting of August 13, 2024.

B. Receive listing of new vendors as of August 23, 2024; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176.

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date:

1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;
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); and
 - b. Council on Alcohol and Drug Abuse;
6. Funding for diabetes prevention and supporting programs; and
7. Public health grants. (*Finance Committee*)

D. 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 the fiscal year-

to-date period-ended July 31, 2024. *(Finance Committee)*

E. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. *(Finance Committee)*

F. 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 July 31, 2024. *(Finance Committee)*

G. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. *(Finance Committee)*

H. Receive summary report of cumulative actual intergovernmental transfers (IGTs) made in support of local and other healthcare providers participating in Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Services Commission (HHSC), and receive estimates of provider payments resulting from the IGTs:

1. Directed Payment Programs - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:

- a. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
- b. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
- c. Network Access Improvement Program (NAIP); and
- d. Texas Incentives for Physicians and Professional Services (TIPPS); and

2. Supplemental Payment Programs - IGTs for HHSC Medicaid payments made to hospitals, separate from and in addition to base payments, for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:

- a. Disproportionate Share Hospital (DSH);
- b. Graduate Medical Education (GME);
- c. Hospital Augmented Reimbursement Program (HARP); and
- d. Hospital Uncompensated Care (UC). *(Finance Committee)*

I. Receive reports relating to Nueces Aid Program enrollment for the month-ended July 31, 2024:

1. Total Persons and Households Enrolled;
2. Enrollment Summary;

3. Denials;
4. Application Processing Summary; and
5. Enrollment by Zip Code. (*Finance Committee*)

7. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. Finance Committee:

1. Financial Statements:

- a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended July 31, 2024. (*ACTION*)

2. Investment Report:

- a. Receive and approve Quarterly Investment Report for fiscal quarter-ended June 30, 2024 and ratify related investment transactions. (*ACTION*)

B. Legislative Committee:

1. Discuss and consider agenda for 89th Texas Legislative Session. (*ACTION*)

C. Fiscal Year 2025 Budget:

1. Adopt Board of Managers Resolution committing a specified amount of the September 30, 2024, fiscal year-end General Fund balance to the subsequent fiscal year for payment of obligated, but not yet requested intergovernmental transfers relating to supplemental and/or directed payment programs operated by the Texas Health and Human Services Commission during Fiscal Year 2024. (*ACTION*)
2. Adopt Board of Managers Resolution approving the Member Revenue Allocation Percentage for the period October 1, 2024 – September 30, 2025, pursuant to Section 5.03(a) of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement. (*ACTION*)
3. Adopt Board of Managers Resolutions incorporating specified funding into the Fiscal Year 2025 Annual Budget (October 1, 2024 – September 30, 2025) for:
 - a. County Healthcare Expenditures; and
 - b. Nueces Center for Mental Health and Intellectual Disabilities matching funds. (*ACTION*)
4. Adopt Board of Managers Resolution approving Fiscal Year 2025 Annual Budget (October 1, 2024–September 30, 2025), approval pursuant to Texas Health and Safety Code, §281.091(b); Budget includes:

- a. General Fund;
- b. Tobacco Fund;
- c. Indigent Care Fund; and
- d. Capital Budget. (*ACTION*)

D. Indigent Health Care:

1. Discuss and consider approval of a Professional Services Agreement For Non-Exclusive License with Indigent Healthcare Solutions (IHS) to provide sole-source specialized data processing software to support the enrollment, claims processing, reporting, and other related technology functions necessary for efficient operation of the Nueces Aid Program, an NCHD-sponsored indigent healthcare program operated pursuant to Chapters 61 and 281, Texas Health and Safety Code; Agreement for two-year term September 1, 2024 – August 31, 2026; and authorize Administrator to execute Agreement and related documents. (*ACTION*)

E. Administrator's Briefing:

1. Pending and other matters. (*INFORMATION*)

2. Next scheduled Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

a. Finance Committee: Tuesday, September 24, 2024, at 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, September 24, 2024, at 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

c. Board of Managers: Tuesday, September 24, 2024, at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (*INFORMATION*)

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may 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. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes 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. 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.

A. Consult with attorneys on matters relating to provisions of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement, Escrow Agreement, and Amended and Restated Memorandum of Understanding Relating to Termination of the Membership Agreement, and related matters.

B. Consult with attorneys on matters relating to Letter Agreement with CHRISTUS Spohn Health System Corporation relating to Hospital District's support of CHRISTUS Spohn's Emergency Medicine Residency Program, and related matters.

C. Consult with attorneys on matters relating to intergovernmental transfers for Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Commission, and related matters.

D. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, and related matters.

9. **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.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (*ACTION AS NEEDED*)

10. **ADJOURN**

11. Public Notice posting receipt.