

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, October 22, 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 Regular Meeting minutes of September 24, 2024. 7

- B. Receive listing of new vendors as of October 18, 2024; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 17

- C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date: 18
 - 1. Salaries, benefits, and supplies at/for the 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.

- 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 fiscal year-to-date period-ended September 30, 19

2024.

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. 20

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 September 30, 2024. 22

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. 25

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: 26

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).

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

- 1. Total Persons and Households Enrolled; 27
- 2. Enrollment Summary;

3. Denials;	30
4. Application Processing Summary; and	31
5. Enrollment by Zip Code.	35

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. Legislative Committee:

1. Discuss and consider amending the 89th Texas Legislative Session Agenda. <i>(ACTION)</i>	38
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B. Marketing Initiatives:

1. Discuss and consider approving a scope of work agreement with MDR Advertising relating to the development of Hospital District marketing initiatives and campaigns, and authorize Administrator to execute the agreement, subject to legal review. <i>(ACTION)</i>	42
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C. Nueces Aid Program Enrollment Promotion:

1. Discuss and consider Enrollment Promotion Services Agreement with the Dr. H. Boyd Hall Community Foundation for the purpose of providing services that promote awareness of and enrollment in the medical aid and hospital care program operated by the Hospital District for indigent and needy residents of the County, and authorize Administrator to execute Agreement. <i>(ACTION)</i>	62
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D. Physician Needs Assessment:

1. Discuss and consider approving a Consulting Agreement with 3Dhealth for a comprehensive Nueces County physician needs assessment and patient access analysis, and authorize Administrator to execute the Agreement, subject to legal review. <i>(ACTION)</i>	74
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E. Engineering/Surveying Services:

1. Discuss and consider approving a Master Professional Services Agreement and related Task Order with Hanson Professional Services Inc. for additional survey work on the Memorial Hospital and Dr. Hector P. Garcia Memorial Family Health Center campuses; and authorize Administrator to execute both documents, subject to legal review. <i>(ACTION)</i>	90
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F. Board of Managers Business:

1. Discuss and consider combining the scheduled November and December 2024 Board of Managers and Committee meetings into single individual meetings to be held at their normally scheduled times on December 10, 2024, or another date.
(ACTION)

G. Administrator's Briefing:

1. Pending and other Hospital District 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, November 19, 2024, 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, November 19, 2024, 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, November 19, 2024, 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.

- A. Consult with attorneys on matters relating to the Escrow Amendment Conditions Letter Agreement with CHRISTUS Spohn Health System Corporation, and related

matters, pursuant to §551.071.

B. Consult with attorneys on matters relating to Texas Attorney General Opinion No. KP-0474, and related matters, pursuant to §551.071.

C. Deliberate the Administrator's performance evaluation and related matters, pursuant to §551.074.

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. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Discuss and consider amending the Administrator's employment agreement. (***ACTION***) 100

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

10. ADJOURN

11. Public Notice Posting Receipt. 111

**BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
SEPTEMBER 24, 2024**

The Nueces County Hospital District Board of Managers met at 12:00 pm, September 24, 2024 in the NCHD Board Room at 555 N. Carancahua, Suite 950 – A Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO – ABSENT
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:

Haydee Rothenbach	NCHD Eligibility Supervisor
Jenny Dorsey	NC Courthouse Attorney
Robert Baird	IHS
Keith Eley	HIS
J. Colman	NAACP
Dom Dominguez	Corpus Christi Christus Sphon

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
SEPTEMBER 24, 2024**

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- Y__ John E. Valls, MBA, Chairman
- Y__ Vishnu V. Reddy, M.D., Vice Chairman
- X__ Sylvia Tryon Oliver
- X__ 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 at 12:14 p.m.

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

John E. Valls, MBA, Chairman – PRESENT
Vishnu V. Reddy, M.D., Vice Chairman – PRESENT
Judge Mariana Garza, Member – PRESENT @ 12:33 p.m.
Efrain Guerrero, Jr., Member – PRESENT
Arthur Granado, Member – PRESENT
Sylvia Tryon Oliver, Member – ABSENT
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.

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

**BOARD OF MANAGERS
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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.

**Dom Dominguez
Robert Baird
Keith Eley
J. Coleman**

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 Regular Meeting minutes of August 27, 2024.
- B. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date:
 - 1. Salaries, benefits, and supplies at/for the 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:

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- 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*)
- 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 August 31, 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 August 31, 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*)
- G. 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

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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*)

H. Receive reports relating to Nueces Aid Program enrollment for the month-ended August 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*)

**Consent Agenda Approved. Motion by Dr. Reddy
and seconded by Mr. Guerrero. MOTION CARRIED.**

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 August 31, 2024. (***ACTION***)

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

B. Legislative Committee:

1. Discuss and consider revision of the 89th Texas Legislative Session Agenda of August 21, 2024. (***ACTION***)

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

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C. Indigent Health Care:

1. Discuss and consider authorizing the Administrator to negotiate and execute agreements with local non-profit organizations relating to building awareness and advocacy of the Nueces Aid Program, the indigent healthcare program operated by the Hospital District, and related matters. (*ACTION*)

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

2. 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*)

**Motion by Mr. Granado and seconded by Dr. Reddy.
MOTION CARRIED.**

3. Discuss and consider matters related to an agreement in development with 3Dhealth Inc. to prepare a current and five-year physician specialty needs assessment for Nueces County, and related matters. (*ACTION*)

**Motion to table by Mr. Granado and seconded by
Mr. Guerrero. MOTION CARRIED.**

D. Opioid Settlement Funds:

1. Receive information on first distribution of Texas Opioid Abatement Fund Council funds from the Texas Comptroller of Public Accounts, and discuss related matters. (*INFORMATION*)

2. Discuss Texas Opioid Abatement Fund Council rules relating to the use of funds distributed by the Texas Comptroller of Public Accounts, and related matters. (*INFORMATION*)

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E. Board of Managers Business:

1. Confirm appointment of the Administrator as Secretary of the Board of Managers, appointment pursuant to §281.023(b), Texas Health and Safety Code. (*ACTION*)

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

2. Discuss and consider postponing action on the election of Board of Managers Officers and appointment of Committee Chairs and Committee members for Fiscal Year 2025 until after the Commissioners Court takes action on Board reappointment(s) or appointment(s); annual officer elections and committee chair and committee member appointments pursuant to Board of Managers Bylaws, §2.2.A. (*ACTION*)

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

F. 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 Contract for legislative services during the 89th Texas Legislative Session:

1. Luis Saenz. (*ACTION*)

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

G. Administrator's Briefing:

1. Pending and other Hospital District 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, October 22, 2024, at 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

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b. Legislative Committee: Tuesday, October 22, 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, October 22, 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 relating to matters relating to bank accounts and related matters, pursuant to §551.071.

B. Consult with attorneys on matters relating to appropriate procedure to be used by members of the Hospital District Board of Managers related to the discussion and consideration of agenda items before the Board of Managers, pursuant to §551.071.

C. 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, pursuant to §551.071.

D. 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, pursuant to §551.071.

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E. Consult with attorneys on matters relating to Escrow Amendment Conditions Letter Agreement in development with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

F. Administrator's performance evaluation and related matters, pursuant to §551.074.

Mr. Valls called for Closed Session at 12:53 p.m.

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.

Mr. Valls called Open Session at 1:37 p.m.

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

Motion as per Mr. Valls, Chairman to authorize Administrator, Mr. Hipp to enter into the escrow agreement as presented by Adam, our attorney. Motion by Judge Garza and seconded by Mr. Granado. MOTION CARRIED.

10. ADJOURN

Motion to adjourn by Mr. Valls, Chairman at 1:38 p.m.

**BOARD OF MANAGERS
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PRESIDING OFFICER:

John E. Valls, MBA, Chairman

ATTEST:

ABSENT

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>
2114	Hester's Cafe	1714 Alameda	Corpus Christi	TX	78404
2115	Driscoll Children's Hospital Development	Foundation 221 S. Shoreline Blvd	Corpus Christi	TX	78401
2116	Navarro, Trista	4933 Princeton Drive	Corpus Christi	TX	78411

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	225,360.48	266,359.24	2,398,795.14	3,018,000.00	619,204.86
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	66,146.29	16,542.87	0.00	433,446.74	474,000.00	40,553.26
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	5,000.00	135,000.00	220,000.00	85,000.00
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	3,908,456.07	434,930.88	271,359.24	8,104,612.56	12,614,778.00	4,510,165.44

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2024
As if Adjudicated January 1, 2024 through September 30, 2024**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	2,838	17,990,356	2,229,672	96,988	2,132,684
ASU	214	6,409,654	791,549	59,665	731,884
Clinic	59	315,988	143,815	8,536	135,279
Obs	71	2,825,113	651,912	28,354	623,558
OP	18,965	56,655,278	14,981,486	879,851	14,101,635
Subtotal	22,147	84,196,389	18,798,434	1,073,394	17,725,040
IP	282	19,422,881	1,178,466	38,365	1,140,101
SNF					-
RX	86,899	34,837,156	13,353,174	416,651	12,936,523
Physician	21,212	23,932,451	2,553,562	118,694	2,434,868
Total	130,540	162,388,877	35,883,636	1,647,104	34,236,532

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	2,082,136.44	28,572,547.09
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	2,908,717.86	28,152,015.23
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	2,107,885.73	30,642,630.13
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	3,085,777.57	2,887,780.45	31,672,927.11
Week 5				2,197,719.23			2,984,663.07	2,226,071.34			3,106,615.39		10,515,069.03
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	13,496,259.93	9,986,520.48	129,555,188.59

Nueces County Hospital District
 Spohn Corporate Member Revenue Analysis
 Fiscal Year 2025

Member Revenue % 26.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
<u>Membership Revenue Deposits</u>													
Week 1	3,160,064.31												3,160,064.31
Week 2	2,404,654.68												2,404,654.68
Week 3													0.00
Week 4													0.00
Week 5													0.00
Subtotal	5,564,718.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,564,718.99



Argent Institutional Trust
5901 Peachtree Dunwoody Ste C495
Atlanta, GA 30328

ACCOUNT STATEMENT

ACCOUNT NUMBER
SEPTEMBER 01, 2024 TO SEPTEMBER 30, 2024

received
10/15/24

5

NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPPI
555 N CARANCAHUA ST STE 950
CORPUS CHRISTI TX 78401-0835

1-119-4



ACCOUNT NAME:	CHRISTUS SPOHN HEALTH SYSTEM CORP / NUECES COUNTY HOSPITAL DISTRICT
ACCOUNT NUMBER:	
ADMINISTRATIVE OFFICER:	ALICE WOLAN 312-405-5393 AWOLAN @ARGENTFINANCIAL.COM
INVESTMENT OFFICER:	DIRECTED

YOU, FIRST.

Thank you for your business. If you have questions about your account statement, please contact your Administrative Officer listed in the shaded box at the top of this statement.

IMPORTANT NOTICE

Argent Institutional Trust-formerly TMI- has changed accounting platforms. Be advised your account number **3721 has changed to **1617.



ACCOUNT STATEMENT

ACCOUNT NUMBER

SEPTEMBER 01, 2024 TO SEPTEMBER 30, 2024

ACCOUNT ACTIVITY SUMMARY

	THIS PERIOD	YEAR TO DATE
BEGINNING MARKET VALUE	3,177,253.10	3,078,960.12
DEPOSITS	0.00	12,421.19
INCOME	12,624.34	98,496.13
ENDING MARKET VALUE	3,189,877.44	3,189,877.44

PORTFOLIO HOLDINGS

QUANTITY	DESCRIPTION	MARKET VALUE	COST BASIS
CASH AND EQUIVALENTS			
3,189,877.440	09248U536 BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND	3,189,877.44	3,189,877.44
TOTAL	CASH AND EQUIVALENTS	3,189,877.44	3,189,877.44
GRAND TOTAL ASSETS		3,189,877.44	3,189,877.44

TRANSACTION DETAIL

DATE	DESCRIPTION	CASH	COST	GAIN / LOSS
09/01/24	BEGINNING BALANCE	0.00	3,177,253.10	
09/03/24	09248U536 DIVIDEND ON BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND PAYABLE 09/03/2024	12,624.34		
	09248U536 NET DEPOSIT BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND	12,624.34-	12,624.34	
09/30/24	ENDING BALANCE	0.00	3,189,877.44	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.

Argent's Disclosures and Privacy Policy can be viewed by visiting Argent's website. The web addresses to access these documents are as follows:



ACCOUNT STATEMENT

PAGE 3

ACCOUNT NUMBER ██████████
SEPTEMBER 01, 2024 TO SEPTEMBER 30, 2024

DISCLOSURE

Disclosure - <https://argentfinancial.com/argent-disclosures/>
Tax Disclosure - <https://argentfinancial.com/annual-tax-disclosures/>
Privacy Policy - <https://argentfinancial.com/privacy-policies/>



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	15,620,333.68	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	88,643.03	64,689.14	1,094,357.53
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	88,643.03	64,689.14	102,894,946.29
<u>Inter-Governmental Transfers</u>													
UC					(3,384,535.94)						(4,460,293.52)		(7,844,829.46)
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)		(540,192.05)	(2,913,112.16)
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)	(4,460,293.52)	(540,192.05)	(96,759,508.04)
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	15,620,333.68	15,144,830.77	15,144,830.77

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	572,283,429	268,169,910	54,617,146	151,015,377	111,157,379	3,687,187	5,291,844	13,239,075	1,572,484,943	44%
Christus Spohn Rural (Alice/Beeville/Kleberg)	48,398,858	219,460,090	0	14,571,054	0	23,083,649	0	0	615,366	306,129,017	9%
Corpus Christi Medical Center	121,850,134	165,812,831	0	47,168,955	0	157,931,959	0	5,206,424	7,599,128	505,569,432	14%
Driscoll Childrens Hospital	314,822,705	28,887,376	0	0	0	694,260,825	2,062,491	11,382,993	40,816,199	1,092,232,589	30%
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	1,034,166,882	268,169,910	134,313,534	151,015,377	986,433,813	5,749,678	21,881,261	62,269,768	3,588,854,730	100%

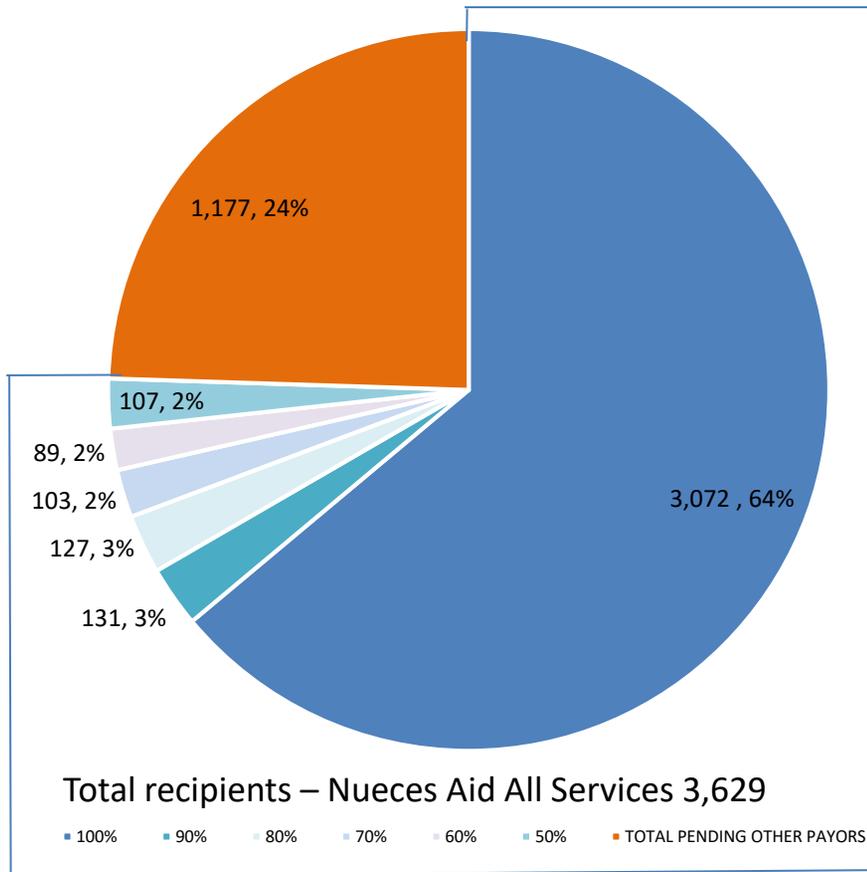
* Estimated Receipts for Entities (IGT + FMAP), Subject to HHSC Review and Administrative Fees

IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	GME	HARP	TOTALS
Nueces County Hospital District	338,074,018	335,813,664	94,840,669	58,389,165	59,383,780	86,765,537	0	5,307,829	21,510,068	1,000,084,730
Nueces LPPF	27,902,997	66,633,051	7,478,253	0	0	292,666,987	1,780,044	2,913,112	2,982,355	402,356,799
TOTALS	365,977,014	402,446,715	102,318,922	58,389,165	59,383,780	379,432,524	1,780,044	8,220,941	24,492,423	1,402,441,529

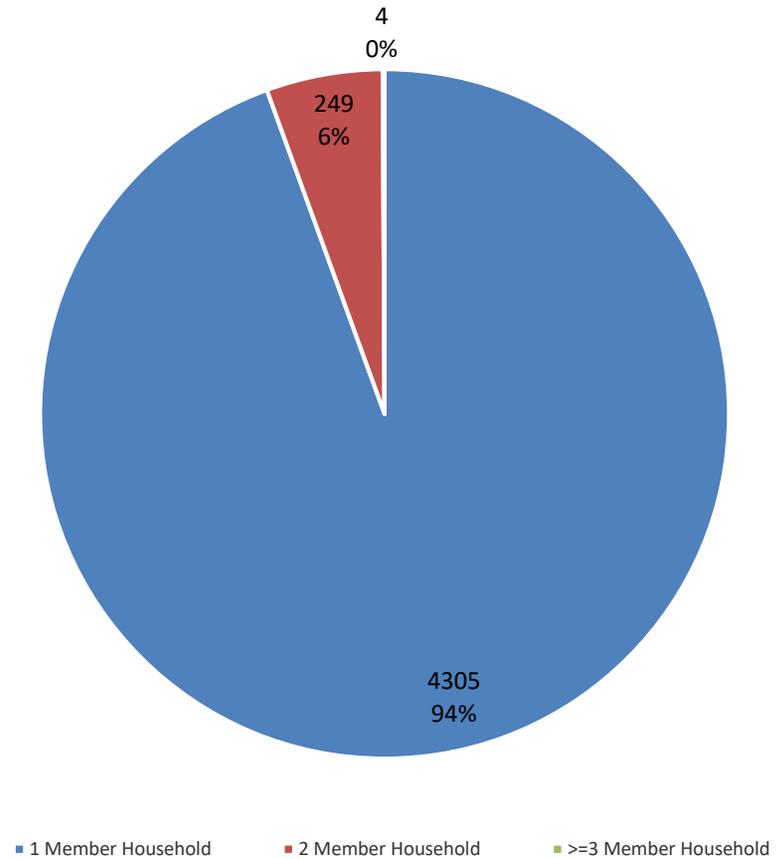
September 2024

Nueces Aid Program Enrollment

Total Enrolled
4,806



Total Households
4,558



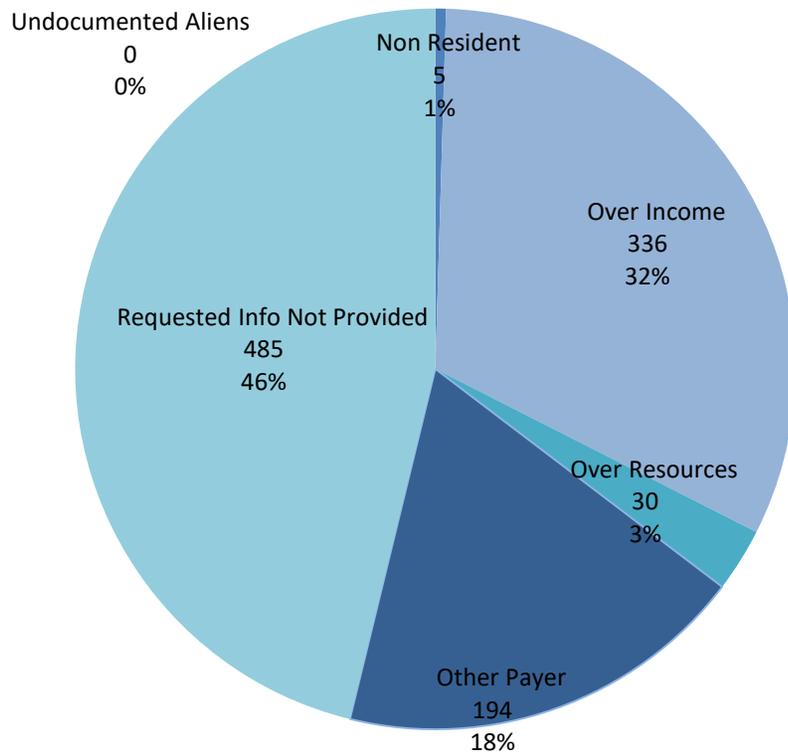
Nueces Aid Program Enrollment Summary Calendar Year 2024

	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	69	67				74	
%	5.3%	7.0%	7.1%	7.1%	7.1%	5.9%	6.1%	5.8%	5.7%				6.3%	
SSI-SSID	714	725	718	711	708	704	713	721	733				716	
%	61.5%	61.2%	61.1%	60.7%	60.2%	60.8%	60.4%	61.0%	62.3%				61.0%	These individuals are eligible for NCHD assistance if denied assistance by other payer.
Other Payor	385	377	374	377	386	385	395	392	377				383	
%	33.2%	31.8%	31.8%	32.2%	32.8%	33.3%	33.5%	33.2%	32.0%				32.6%	
TOTAL PENDING OTHER PAYORS	1,161	1,185	1,175	1,171	1,177	1,157	1,180	1,182	1,177				1,174	
	24.8%	24.9%	24.8%	24.6%	24.6%	24.3%	24.5%	24.5%	24.5%				24.6%	
HOUSEHOLDS BY SIZE														
1 Member Household	4,150	4,245	4,222	4,239	4,273	4,250	4,324	4,317	4305				4,258	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%	94.4%				94.3%	
2 Member Household	267	257	257	263	254	250	248	256	249				256	
%	6.0%	5.7%	5.7%	5.8%	5.6%	5.6%	5.4%	5.6%	5.5%				5.7%	
>=3 Member Household	0	0	2	2	2	4	4	4	4				2	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%	0.1%				0.1%	
TOTAL HOUSEHOLDS	4,417	4,502	4,481	4,504	4,529	4,504	4,576	4,577	4,558				4,516	

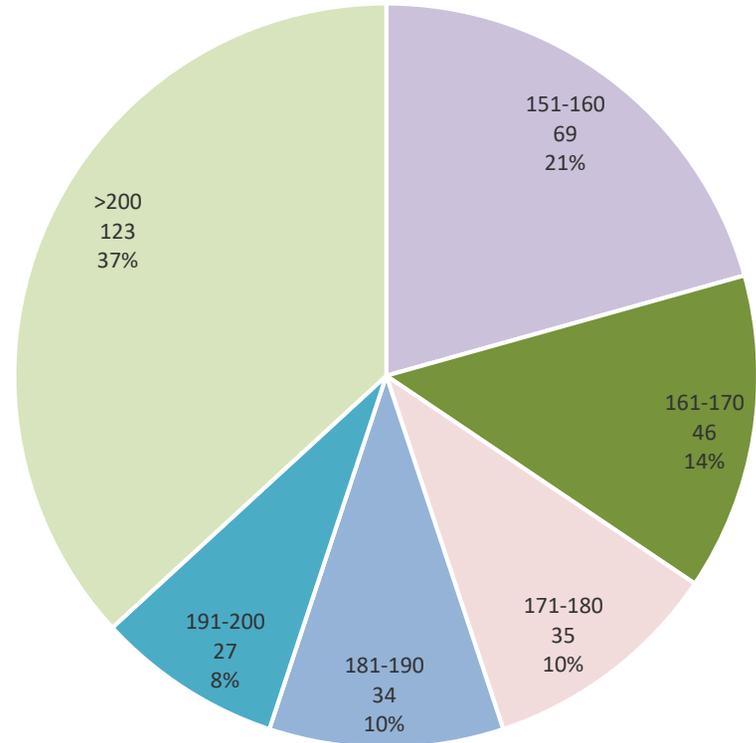
NUECES AID DENIALS

Calendar Year 2024
January-September

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	927	839				7,742	
- Approved	831	784	701	777	743	569	769	814	704				6,692	
%	87.6%	87.4%	87.1%	87.5%	84.9%	84.0%	86.9%	87.8%	83.9%				86.4%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	118	113	104	111	132	108	116	113	135				1,050	
%	12.4%	12.6%	12.9%	12.5%	15.1%	16.0%	13.1%	12.2%	16.1%				13.6%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	585	489	495	535	494	384	538	536	486				4,542	
%	70.4%	62.4%	70.6%	68.9%	66.5%	67.5%	70.0%	65.8%	69.0%				67.9%	
90%	20	43	21	13	27	13	23	29	20				209	
%	2.4%	5.5%	3.0%	1.7%	3.6%	2.3%	3.0%	3.6%	2.8%				3.1%	
80%	25	21	15	28	22	17	20	22	21				191	
%	3.0%	2.7%	2.1%	3.6%	3.0%	3.0%	2.6%	2.7%	3.0%				2.9%	
70%	21	27	24	17	11	13	14	21	17				165	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%	1.8%	2.6%	2.4%				2.5%	
60%	11	10	8	17	20	8	17	20	7				118	
%	1.3%	1.3%	1.1%	2.2%	2.7%	1.4%	2.2%	2.5%	1.0%				1.8%	
50%	17	11	17	25	15	18	8	22	19				152	
%	2.0%	1.4%	2.4%	3.2%	2.0%	3.2%	1.0%	2.7%	2.7%				2.3%	
TOTAL	679	601	580	635	589	453	620	650	570				5,377	
%	81.7%	76.7%	82.7%	81.7%	79.3%	79.6%	80.6%	79.9%	81.0%				80.3%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	716	705	611	700	661	505	669	740	637				5,944	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%	93.0%	95.2%	94.9%				94.0%	
2 Member Household	58	40	44	39	41	31	50	37	34				374	
%	7.5%	5.4%	6.7%	5.3%	5.8%	5.8%	7.0%	4.8%	5.1%				5.9%	
3 or > Member Household	0	0	2	0	2	2	0	0	0				6	Households pending other payors are not included.
%	0.0%	0.0%	0.3%	0.0%	0.3%	0.4%	0.0%	0.0%	0.0%				0.1%	
TOTAL HOUSEHOLDS APPROVED	774	745	657	739	704	538	719	777	671				6,324	

**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	0	1				5	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%	0.0%	0.7%				0.5%	
Over Income	37	43	32	32	46	38	40	41	27				336	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%	36.3%	20.0%				32.0%	
Over Resources	2	0	5	3	2	4	4	4	6				30	Households pending other payors are not included.
%	1.7%	0.0%	4.8%	2.7%	1.5%	3.7%	3.4%	3.5%	4.4%				2.9%	
Other Payer	37	16	18	20	17	18	17	17	34				194	
%	31.4%	14.2%	17.3%	18.0%	12.9%	16.7%	14.7%	15.0%	25.2%				18.5%	
Requested Info Not Provided	42	53	48	55	67	48	54	51	67				485	
%	35.6%	46.9%	46.2%	49.5%	50.8%	44.4%	46.6%	45.1%	49.6%				46.2%	
Undocumented Aliens	0	0	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%	0.0%				0.0%	
TOTAL DENIALS	118	113	104	111	132	108	116	113	135				1,050	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	100	93	86	88	113	93	101	87	111				872	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%	85.3%	82.2%				89.3%	
2 Member Household	9	10	9	12	10	8	8	12	23				101	Households pending other payors are not included.
%	8.3%	9.7%	9.5%	12.0%	8.1%	7.9%	7.3%	11.8%	17.0%				10.3%	
3 or > Member Household	0	0	0	0	0	0	0	3	1				4	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%	0.7%				0.4%	
TOTAL HOUSEHOLDS DENIED	109	103	95	100	123	101	109	102	135				977	
PENDING APPLICATIONS														
Pending documentation	79	77	86	96	88	78	86	81	58				81	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	26	33	8	20	25	15	13	24	25				25	
SSI-SSID	65	75	57	66	64	52	72	75	58				58	
Other Payor	61	75	56	56	65	49	64	65	51				51	



**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	4,832	4,729	2.18%	103
Sep	4,806	4,749	1.20%	57
Oct				
Nov				
Dec				

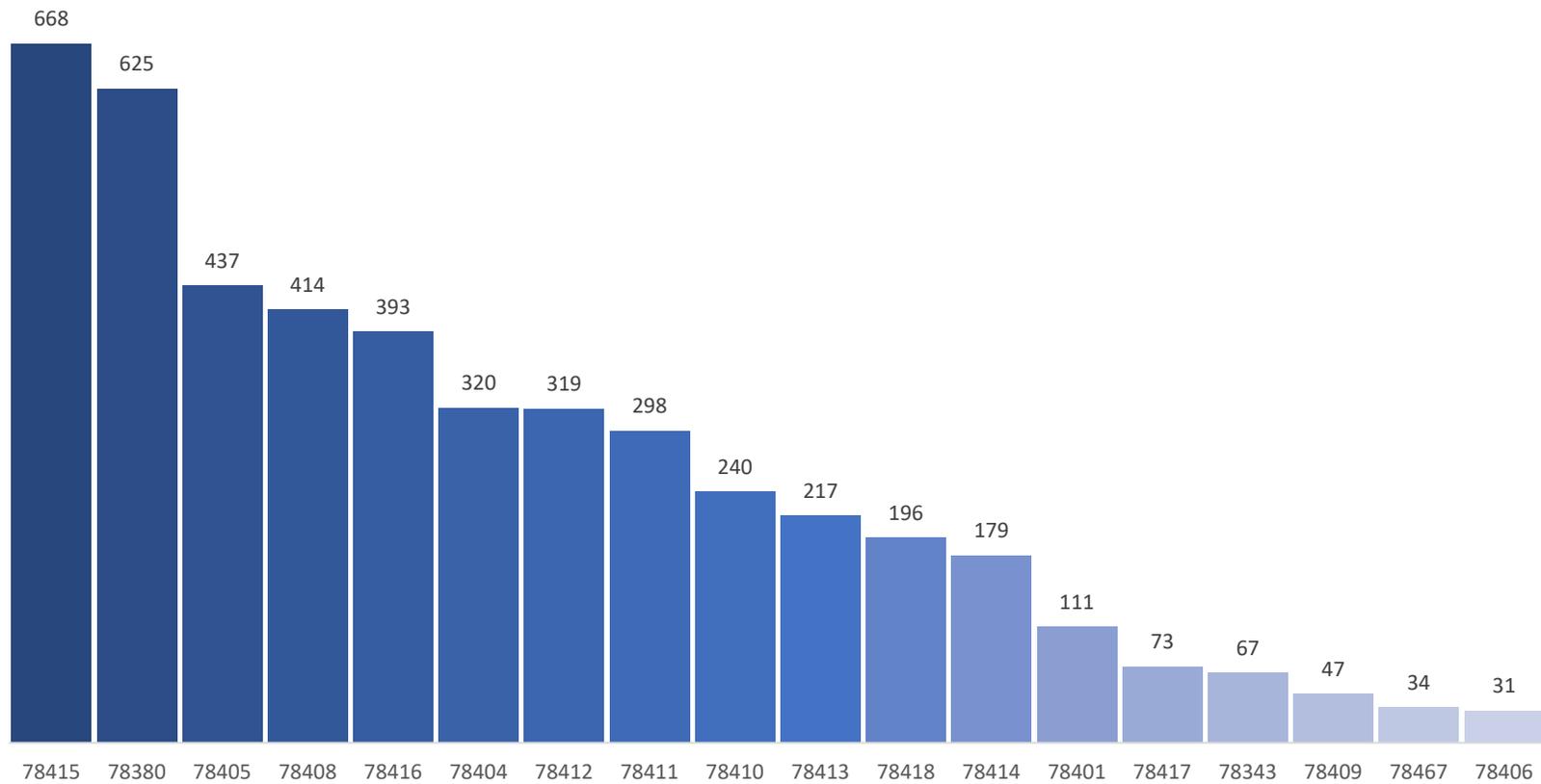
**NCHD
Eligibility History**

	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	3,650	3,629				32,379	3,598	1%	
Pend	1,161	1,185	1,175	1,171	1,177	1,157	1,180	1,182	1,177				10,565	1,174	-3%	
Total	4,684	4,758	4,738	4,767	4,782	4,754	4,823	4,832	4,806	-	-	-	42,944	4,772	0%	
% of PY	95%	98%	97%	100%	100%	100%	102%	102%	101%	0%	0%	0%	75%	100%		



Nueces County Hospital District

Enrollment by Zipcode as of September 2024

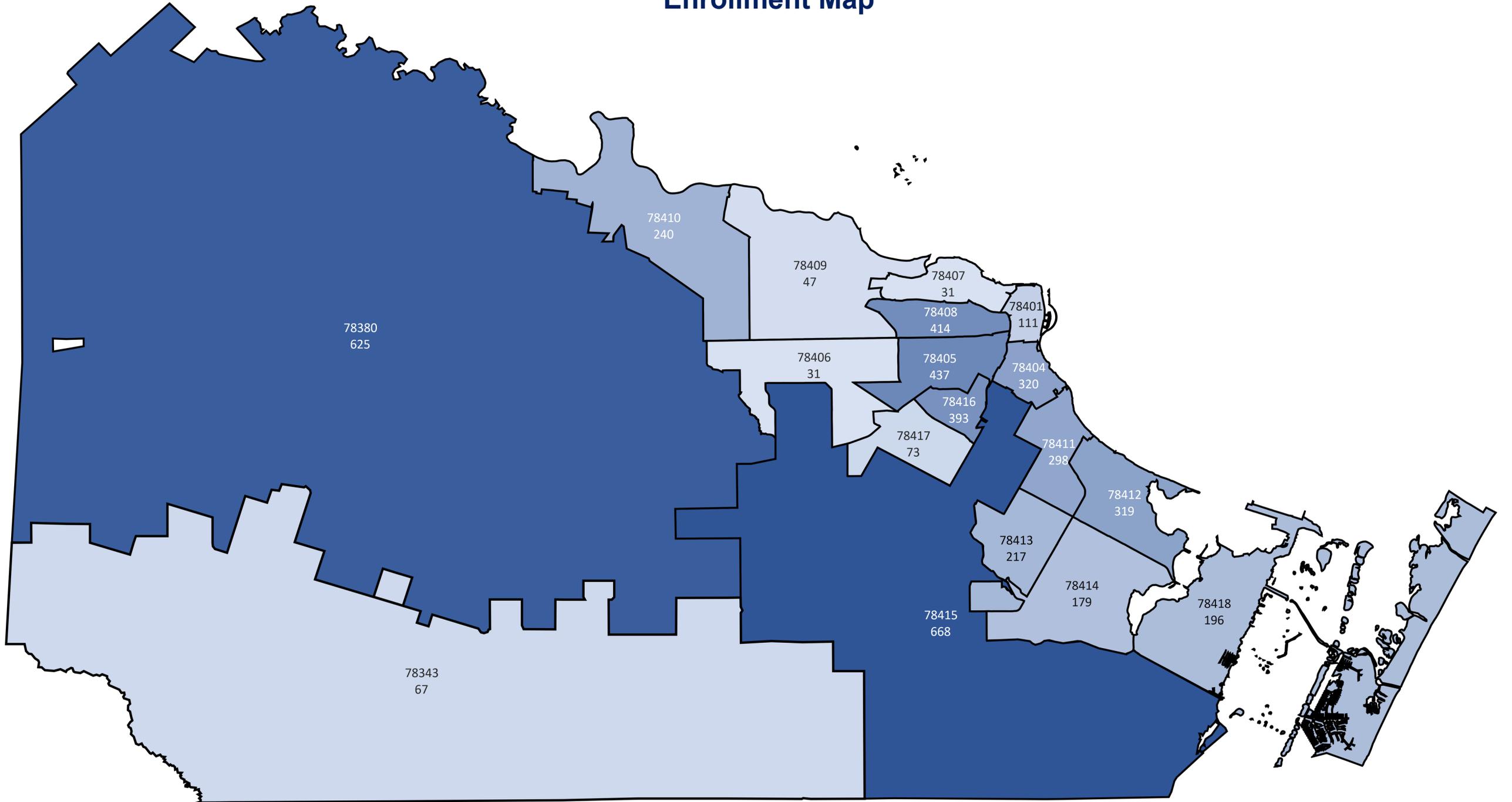


**Nueces County Hospital District
Enrollment by Zip Code
As of 9/30/2024**

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	668	14%
78380	Robstown	625	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	437	9%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	414	9%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	393	8%
78404	CC:Six Points	320	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	319	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	298	6%
78410	CC:Annville and Calallen	240	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	217	5%
78418	CC:Flour Bluff	196	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	179	4%
78401	CC:Downtown and Cargo Docks	111	2%
78417	CC:Old Brownsville to Ayers to Saratoga	73	2%
78343	Bishop + FM 665 to CR 107 W to CR 57E	67	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	47	1%
78467	CC: Leopard St Between S. Staples and Sam Rankin	34	1%
78406	CC: Clarkwood and San Juan	31	1%
	Subtotal	4,669	97%
	Total	4,806	



Nueces County Hospital District Enrollment Map



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NUECES COUNTY HOSPITAL DISTRICT Agenda for 89th Texas Legislative Session

October 22, 2024

- 1) Additional investment in Graduate Medical Education (GME) residency programs training:
 - a) Texas Legislature:
 - i) Increase Medicaid GME supplemental payments:
 - (a) Work with local legislative delegation, in conjunction with CHRISTUS Spohn, to appropriate additional funds or direct additional funds via state budget riders for benefit of Spohn's emergency medicine graduate medical education programs including, without limitation, Spohn's emergency medicine graduate medical program.
 - b) Texas Higher Education Coordinating Board:
 - i) Achieve State's goal of 1.1-to-1 ratio of Texas residency positions to medical school graduates.
 - (a) Establish funding for existing training slots.
 - (b) Increase funding for new training slots.
 - (c) Incentivize opening of new training slots.
 - c) Health and Human Services Commission:
 - i) Increase Medicaid GME supplemental payments:
 - (a) For non-government-owned teaching hospitals.
 - (b) Per slot increase.
 - (c) Recover additional costs of existing slots.
- 2) Increase number of law enforcement officers providing crisis intervention services:
 - a) Commissioned Peace Officers:
 - i) Work with local legislative delegation to establish strategies aimed at increasing the number of commissioned peace officers providing crisis intervention services.
- 3) Establish regional state-supported facilities for mental health issues in Nueces County for the following:
 - a) Adults
 - b) Children
 - c) Persons involved with the justice system.
- 4) Reduce deficit of essential medical specialties in Nueces County.
 - a) Create categories of "essential medical specialties" for Texas counties.
 - a. Create "startup" benefits for physicians and mid-level providers to practice in each category.
 - (a) Reduce loan obligations.
 - (b) Discount malpractice premiums.
 - (c) Create malpractice limitations.
 - (d) Provide malpractice immunities.
 - (e) Guarantee or subsidize incomes.
 - (f) Subsidize housing.

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NUECES COUNTY HOSPITAL DISTRICT Agenda for 89th Texas Legislative Session

~~September 24~~October 22, 2024

- 1) ~~Investment~~Additional investment in Graduate Medical Education (GME) residency programs training:
 - a) Texas Legislature:
 - i) Increase Medicaid GME supplemental payments:
 - (a) Work with local legislative delegation, in conjunction with CHRISTUS Spohn, to appropriate additional funds or direct additional funds via state budget riders for benefit of Spohn's emergency medicine graduate medical education programs including, without limitation, Spohn's emergency medicine graduate medical program.
 - b) ~~a)~~Texas Higher Education Coordinating Board:
 - i) Achieve State's goal of 1.1-to-1 ratio of Texas residency positions to medical school graduates.
 - (a) Establish funding for existing training slots.
 - (b) Increase funding for new training slots.
 - (c) Incentivize opening of new training slots.
 - c) ~~b)~~Health and Human Services Commission:
 - i) Increase Medicaid GME supplemental payments:
 - (a) For non-government-owned teaching hospitals.
 - (b) Per slot increase.
 - (c) Recover additional costs of existing slots.
- 2) Increase number of law enforcement officers ~~with specialized~~providing crisis intervention ~~trainingservices:~~
 - a) ~~Mental Health Deputy:~~
 - i) ~~Acquire NCHD authority to operate mental health deputy program through hiring/contracting of already commissioned peace officers.~~
 - a) ~~b)~~Commissioned Peace Officers:
 - i) Work with local legislative delegation to establish strategies aimed at increasing the number of commissioned peace officers providing crisis intervention services.
 - i) ~~Amend Health & Safety 281.057 and 2.12 Code of Criminal Procedure:~~
 - a. ~~Add NCHD as additional hospital district with authority to hire peace officers.~~
 - b. ~~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 Local Mental Health Authority in Extended Mobile Crisis Outreach Teams.~~
- 3) Establish regional state-supported facilities for mental health issues in Nueces County for the following:
 - a) Adults
 - b) Children
 - c) ~~People~~Persons involved with the justice system.

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- 4) Reduce deficit of essential medical specialties in Nueces County.
 - a) Create categories of “essential medical specialties” for Texas counties.
 - a. Create “startup” benefits for physicians and mid-level providers to practice in each category.
 - (a) Reduce loan obligations.
 - (b) Discount malpractice premiums.
 - (c) Create malpractice limitations.
 - (d) Provide malpractice immunities.
 - (e) Guarantee or subsidize incomes.
 - (f) Subsidize housing.

###

DRAFT

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 10/18/2024 10:26:18 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: NCHD 89th Session Legislatve Agenda Draft 09.24.2024.docx	
Modified filename: NCHD 89th Session Legislatve Agenda Draft 10.22.2024.docx	
Changes:	
<u>Add</u>	16
Delete	24
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	40



NUECES COUNTY HOSPITAL DISTRICT

Professional Services
Strategy + Marketing + Outreach

Tuesday, October 22, 2024



AGENCY OVERVIEW



MDR

MDR Advertising + Digital + Media

AGENCY SNAPSHOT



HEALTHCARE

TRAVEL & LEISURE

RETAIL & LIFESTYLE

ENERGY & INDUSTRY

FOOD & BEVERAGE

HIGHER EDUCATION

FINANCIAL

26

TEAM MEMBERS

CREATIVE STRATEGISTS (5)

COPYWRITERS (5)

DESIGNERS (7)

MEDIA BUYERS (4)

DIGITAL DEVELOPERS (3)

DATA ANALYSTS (3)

ANIMATORS (3)

VIDEO EDITORS (2)

ACCOUNT MANAGERS (5)

FINANCE MANAGERS (3)

ESTABLISHED

1974

12Y

AVERAGE LENGTH
OF PARTNERSHIP

150M

DOLLARS IN
PLACED MEDIA

800

CREATIVE
AWARDS

250%

AVERAGE ROI
FOR OUR CLIENTS

50Y

MARKETING
EXPIERNCE

100%

INDEPENDENTLY
OWNED

BRANDS WE'VE PARTNERED WITH

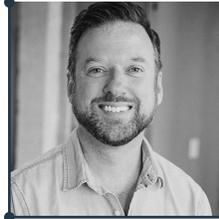


MDR Advertising + Digital + Media

YOUR NCHD TEAM



VENESSA SANTOS-GARZA
Account Strategist



STEPHEN RYBAK
Principal & CCO



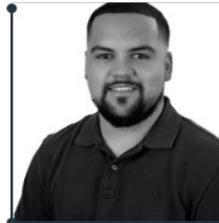
JACKIE SWONKE
Sr. Director of Creative Strategy



QUINTON SMITHWICK
Media Director



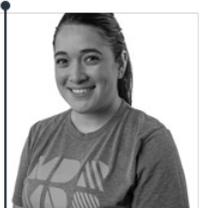
JENNA WARD
Senior Media Manager



JOEL CANTU
Digital Media Buyer



NOE GARCIA
Web Developer/SEO



ALYSSA GARZA
Senior Designer & Illustrator

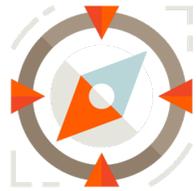


SHERRY ROBESON
Sr. Director of Marketing

OUR APPROACH



OUR WORK PROCESS



MAP

Marketing
Action
Plan

Diagnostic in nature, this plan is a roadmap to guide brand building decisions. It's intended to discover, audit and assess the current situation and recommend prioritized actions to meet internal and external marketing objectives. Your customized MAP will uncover needs, plot priorities, set attainable goals and develop aspirations.

MARKETING ACTION PLAN



SET

Strategic
Execution
& Tactics

Strategic at its core, this plan will refine, and plot brand and marketing strategies based on MAP findings. It is intended to inform detailed tactical plans for the launch, release and execution of brand initiatives both internally and externally.

STRATEGIC EXECUTION & TACTICS



BAM

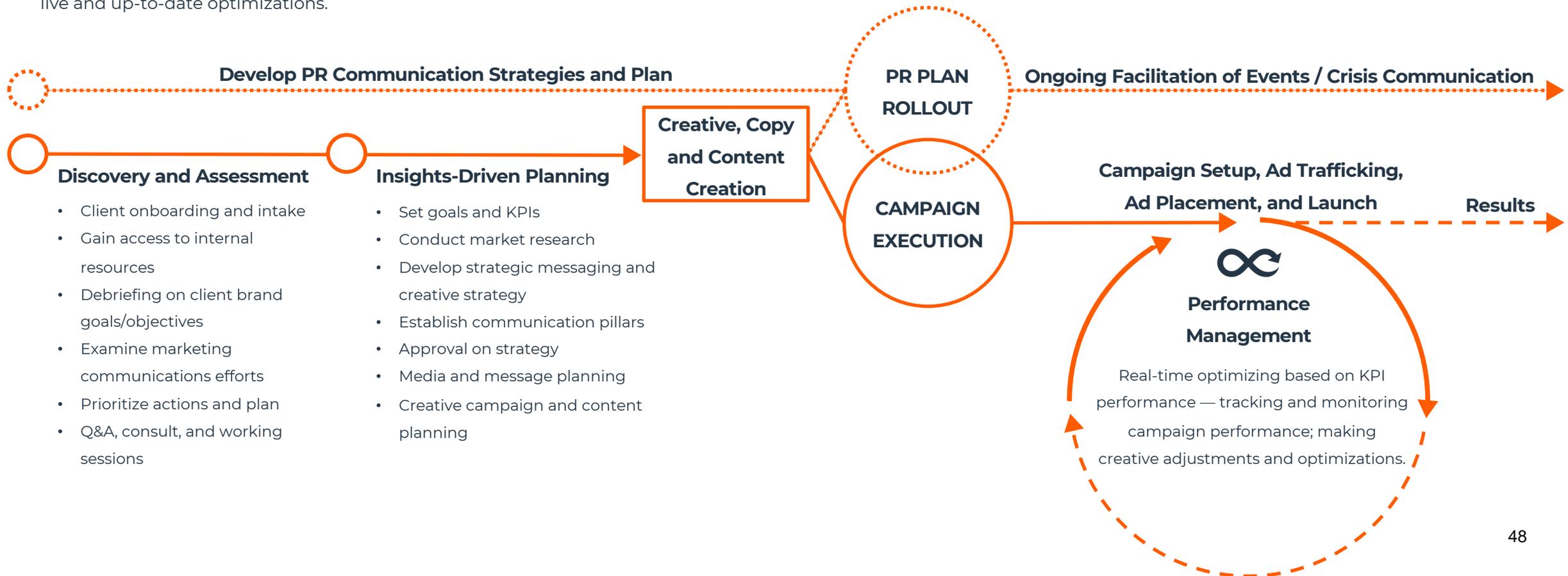
Brand
Alignment
Masterplan

This is a comprehensive 360-degree brand guidebook that will inform all brand decisions and rollout strategy. It serves as a reference tool to assist marketing teams to maintain and continue to grow the brand by laying out a groundwork for future marketing phases and brand evolution and innovation.

BRAND ALIGNMENT MASTERPLAN

USE END-TO-END STRATEGY

The Insights-Driven Planning Phase is the greatest opportunity for initial research and understanding — from audience and consumer insights, brand studies, competitive and industry analysis, etc. The secondary research phase is throughout — brand lift studies in live campaigns, foot traffic and attribution, and social listening research tools to make live and up-to-date optimizations.



DEPLOY PREMIUM TECH TOOLS



Market and Consumer Research

Premium tools to conduct primary and secondary research for market and consumer insights.

resonate comscore

MRI | SIMMONS | Nielsen

sight|x CCR

Competitive Tools

Access to a connected system of competitive research tools to properly position and optimize buys.

VIVVIX
A KANTAR COMPANY

Pathmatics
BY SENSOR TOWER

SEMRUSH

Data Partners

Enhanced targeting and personalized marketing efforts to drive better campaign results.

experian.

stirista

ORACLE

cuebiq

/LiveRamp

data
axle

audigent.

DATAFY

Social Listening

Activation across the digital ecosystem — including a team certified in social and search advertising.

sproutsocial CISION®

Brandwatch

Digital Activation and Ad Verification

Cherry-picked digital partners managed by our in-house experts — social and programmatic executions.

gumgum DV DoubleVerify

Google Ads IAS

Magnite Basis Technologies

Premium Media Inventory

Guaranteed presence on the most premium inventory and publishers of your choice.

pandora® ESPN Spotify

max peacock hulu

discovery+ Disney+ Paramount+

GAIN CONSUMER INTELLIGENCE

By harnessing the power of AI, our Predictive Modeling tool continuously adapts to consumers' needs giving us the insight to do it right.



This resource provides the most precise data available to connect with your customers when and where they are most likely to convert. We'll know what your audience is looking for even before they do so we can make confident, data-driven decisions that maximize your media budget.

[View Some Recent Strategic Media Case Studies](#)

APPLY FULL-FUNNEL EXECUTION

Full-Funnel Channels / Media Tactics

Customer's journeys and the marketing funnel are increasingly complex and fragmented, especially due to the digital landscape. We take a full-funnel approach that drives awareness and demand across multiple channels simultaneously.

By understanding the customer journey, we can best utilize each of our engagement channels to create meaningful touchpoints for our customer that, ultimately, lead them through purchase as loyal advocates.

DIGITAL TOUCHPOINTS



MDR Advertising + Digital + Media

ACTIVATE MEDIA

Media Planning and Strategy

Strategically crafted media plans to optimize audience engagement and campaign success.

- Media Plan Development
- Audience Research
- Segmentation Analysis
- Industry Benchmarking
- Channel Recommendations
- Tracking Strategies
- Creative Recommendations
- Performance Forecasting

Campaign Structure

Organized frameworks for effective campaign execution and asset management.

- In-Platform Account Builds
- Campaign Builds
- Audience Onboarding
- Tracking Implementation
- Creative Trafficking
- Reporting Builds

Execution and Optimization

Dynamic management and continual refinement to maximize campaign performance.

- Campaign QA Process
- Day-to-Day Campaign Management
- Optimization Logs
- A/B Testing
- Attribution Monitoring
- Delivery Compliance
- Brand Lift Studies
- Visitation Tracking

Reporting and Analytics

Comprehensive reporting solutions for actionable insights and strategic evaluation.

- Maintain Dashboards and Workspace
- Client Access Management
- MDR Support & Management
- End-of-Month Automated Reporting
- End-of-Quarter Reporting
- End-of-Flight Reporting
- Custom Reporting

Agnostic AdTech: Although we have a premium network of partners, tools, and technologies, we are always empowering our services by continuously evaluating our AdTech to enhance value for our clients

Consolidated Billing: Billing is simplified with a single invoice based on media spend — ensuring every dollar is accounted for through a stringent reconciliation and billing process.

MDR Advertising + Digital + Media

REPORT & OPTIMIZE

Relevant optimizations to the campaign require enough data and execution of current strategies to get an understanding of performance, we typically recommend and implement the following:



Weekly Tracking

Weekly sync and reviews allow our team to analyze performance to KPIs and swiftly implement relevant. media optimizations.

Optimizations Include

- Targeting adjustments
- Placement level adjustments
- Bid/Budget Adjustments
- Creative allocation changes
- Day of Week/ Time of Day adjustments



Monthly/Quarterly Reporting

Monthly or quarterly report of campaign performance allows us to consider recommendations towards targeting, partners and creative.

Optimizations Include

- Targeting adjustments
- Placement level adjustments
- Bid/Budget Adjustments
- Creative allocation changes
- Day of Week/ Time of Day adjustments



24/7 Dashboard Access

Real-time access to the campaign data for both our teams allows an ongoing, open dialogue and monitoring of campaign performance.

Views Include

- Fully customized dashboards based on your preference.
- KPIs-focused dashboards aligned to tactical plan and measurement brief for the campaign

DASHBOARD REPORTING

Real-time, live dashboard reporting

allows our clients to have on-demand access to up-to-date campaign performance data where clients can gain insight into what is driving performance on their campaigns.

Our fully integrated platform can aggregate hundreds of APIs to bring all your current and new data into one easy-to-use tracking system that is custom-tailored to your needs.

 24/7 reporting access via web-based UI

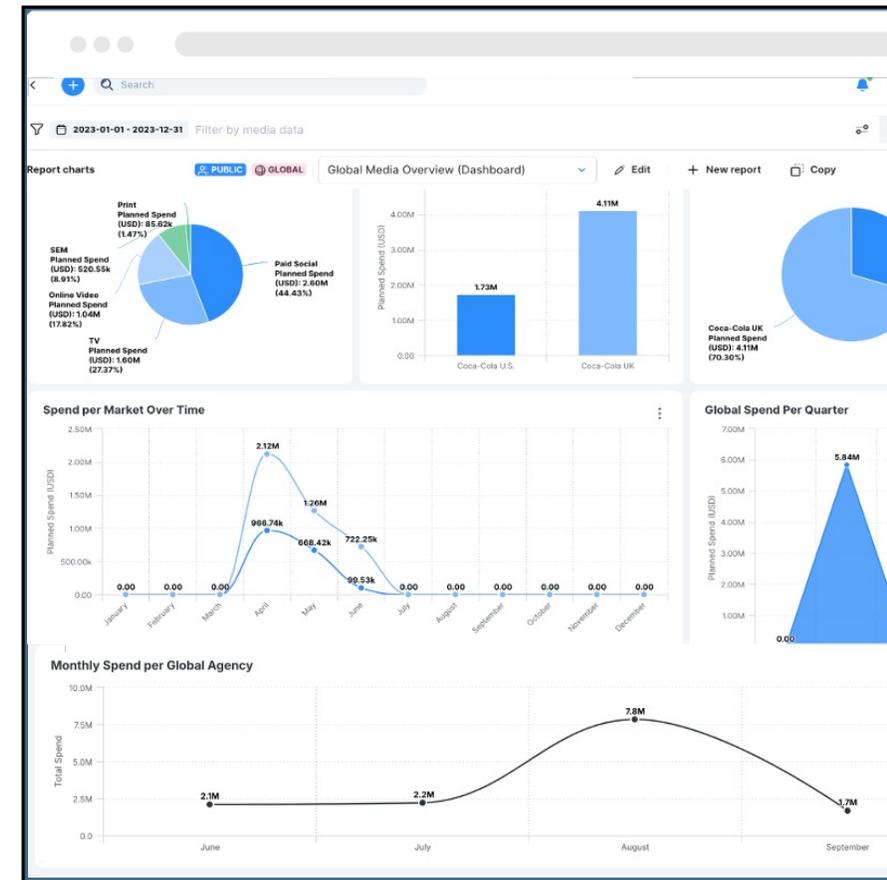
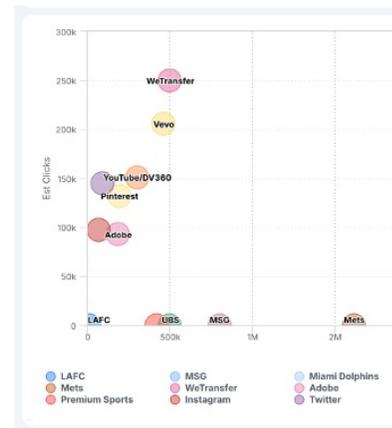
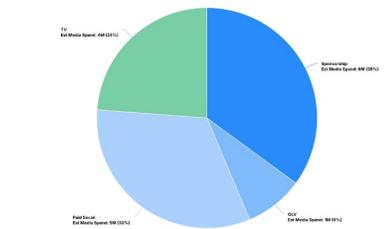
 Granular performance reporting

 Updated daily

 Dedicated MDR support

 Downloadable data & graphics

 Built for your campaign's KPI



PROPOSED TIMELINE & BUDGET



Fiscal Year 2024-2025

PROPOSED BUDGET

Professional Services \$200,000

- Discovery, meetings, strategy, planning
- Marketing Action Plan (MAP)
 - Brand assessment, diagnosis and direction, short-term and long-term planning
- Brand standards guide
- Brand voice and messaging, strategy and creative consult.
- Media planning, buying, reporting and optimization.
- Ongoing marketing consult/support
- All focused on KPIs determined by the MAP (ex. Enrollment, site visits, internal awareness, public awareness, perception)

Production Budget \$250,000

- Capture and produce video, image assets
- Printed collateral materials, promotional items
- All other out-of-house expenses

Working Media \$350,000

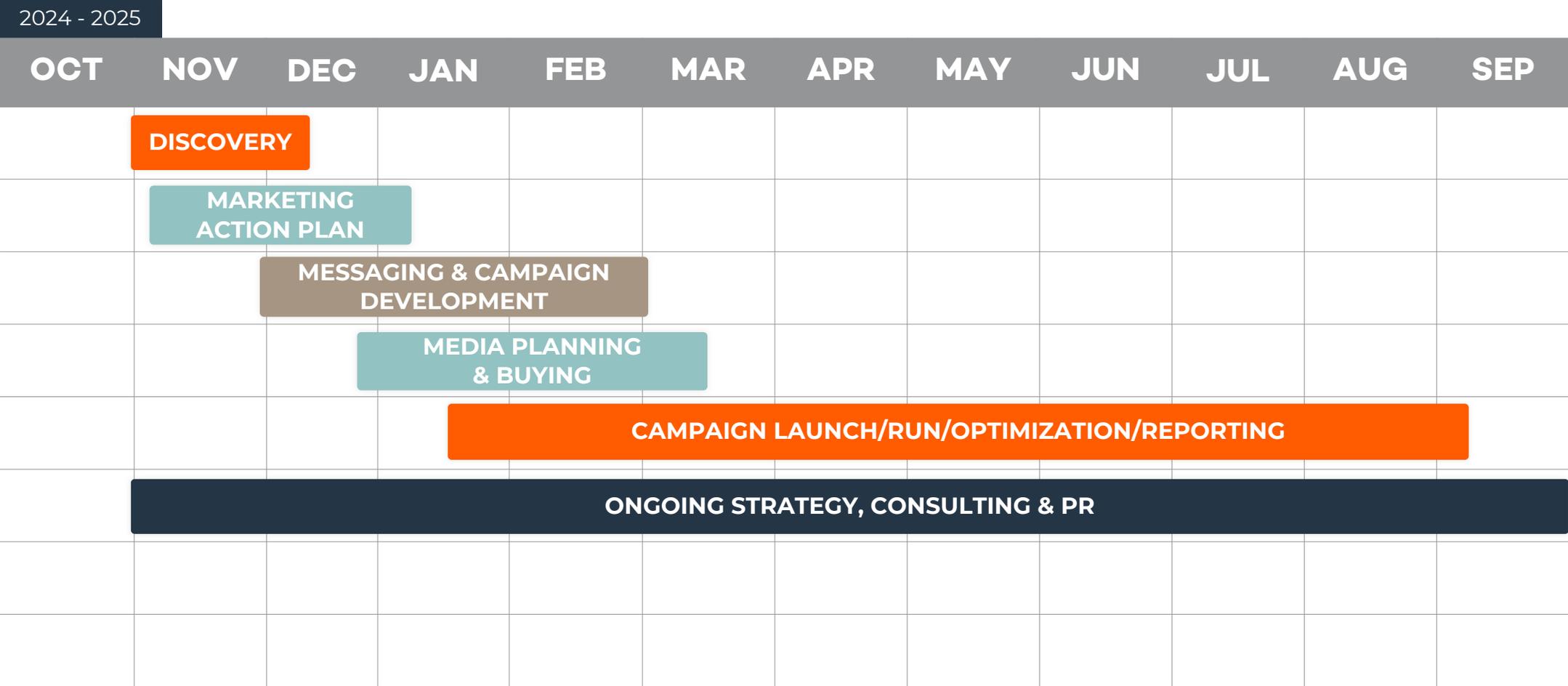
Goes directly towards the actual purchase of media placements

TOTAL

\$800,000



PROPOSED TIMELINE



**THIS
COULD
BE BIG.**

**AMBITIOUS?
LET'S TALK.**

Stephen Rybak

Principal/CCO

stephen@mdradvertising.com

361.510.1627

Sherry Robeson

Marketing Director

sherry@mdradvertising.com

210.445.3564

mdradvertising.com

11thfloorstudios.com



NUECES COUNTY HOSPITAL DISTRICT

PROPOSED SCOPE OF WORK

As Agency of Record (AOR), MDR will provide access to an assigned account team for the ongoing informed consultation and strategy development of stated marketing initiatives and campaigns. The purpose of this service agreement is to help direct and execute best-in-class marketing for your team that is on brand, on target and on budget. Your assigned team can also help field and manage related incoming marketing requests and help respond to unforeseen instances that present marketing opportunities. By providing these on-going services, MDR essentially becomes a marketing extension of team always ensuring clear and consistent messaging. This is accompanied by an Authorization to Buy (ATB) which allows us to negotiate and purchase media on your behalf.

Professional Services **\$225,000**

These services include but are not limited to the development of a Marketing Action Plan (MAP), brand assessment, diagnosis and direction to inform brand standards guide, brand voice and messaging, strategy and creative consult. This also includes ongoing marketing consult/support all focused on impacting key performance indicators determined by the MAP (ex. Enrollment, site visits, internal awareness, public awareness, perception)

Media, Production, Materials & OOH Expenses **\$775,000**

This covers the expert strategic planning that goes into building, buying, negotiating, optimizing and reconciling media placements across digital and traditional media platforms and channels. This also covers the production of video, audio and printed assets as well as any other out-of-house expenses directly related to marketing efforts.

Term: *This scope is for a one-year term with an option to renew annually beginning October 1, 2024-September 30, 2025.*

418 Peoples Street, Ste 400
Corpus Christi, TX 78401
p (361) 883-6327

TERMS & CONDITIONS

Project Delivery and Timeline Management

This agreement is for a one-year term with an option to renew annually beginning **October 1, 2024-September 30, 2025**. Project deliverable schedule details will be established between Account Strategist and client marketing contact within 30 days of project start.

Billing and Payment

MDR will invoice monthly costs for services outlined herein due upon receipt **(12x \$18,750 = \$225,000)**. Media billing will be invoiced as they are received from vendors. If the account is not kept current, MDR reserves the right to stop all work until brought to current status.

Media Placement

MDR earns a 15-25% management fee on all media placed/purchased up to \$3 million. Percentage varies based on mediums and will be disclosed and agreed to by both parties prior to ad placements. This management fee amount is received by billing gross media and typically covers planning, negotiating, placing, tracking, reconciling, reporting, and payment of all vendors. MDR media team negotiation and placement typically provide clients better pricing and added value as well as:

- Expertise, research and knowledge of media marketplace
- Real time analytics and reporting dashboard
- Rate and added-value negotiation
- Reconciliation ensuring all media runs as intended
- Request of make goods and/or credits when necessary
- Client time saved buying, managing, tracking, billing and reconciling.
- Identification and research of emerging media trends and opportunities
- Knowledge of new products and services to allow better tracking across all customer touch points
- Access to MDR's paid tools, platforms and subscriptions which may include dashboard analytic reporting options (some access variables contingent on media investment levels)



MDR

Communication

Should you cease to communicate with us during a project’s planning process for two weeks or more (whether expectedly or unexpectedly), the project will be placed on hold and moved to the bottom of the current waiting list. Should a project remain incomplete 120 days (about 4 months) from the project start date due to breakdowns in communication or client failure to provide necessary files or content, all monies against that project will be forfeited to MDR Advertising, and the project will be cancelled.

Confidentiality

All information in this proposal is the property of MDR Advertising. It is confidential and provided for a limited purpose. No part of this document, nor any information may be copied, transmitted, exhibited, furnished, or described to others without the consent of an authorized employee of MDR Advertising.

AUTHORIZATION

If you approve of the costs and parameters, please confirm by reply and return the signed agreement to MDR. Thank you for the opportunity!

Stephen Rybak
Principal/CCO
MDR

Jonny Hipp, ScD, FACHE
Administrator/CEO
Nueces County Hospital District

08/05/2024

Date

Date

This offer is good for 14 days. Pricing may be subject to change after this time.

418 Peoples Street, Ste 400
Corpus Christi, TX 78401
p (361) 883-6327

MDRADVERTISING.COM

**ENROLLMENT PROMOTION SERVICES AGREEMENT
2024-2025**

This Enrollment Promotion Services Agreement (“Agreement”) is entered into by and between Nueces County Hospital District, a political subdivision of the State of Texas (the “Hospital District” or “District”) and the Dr. H. Boyd Hall Community Foundation, a Texas non-profit corporation, (the “Nonprofit”) for the purpose of providing services that promote awareness of the medical aid and hospital care program operated by the Hospital District for indigent and needy residents of the County (the “Nueces Aid Program” or “Program”). Collectively, both parties may be referred to as the “Parties.”

WITNESSETH

WHEREAS, the Hospital 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 approval or ratification of this Agreement had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, pursuant to the Health Code, §281.046, the Hospital District has full responsibility for furnishing medical aid and hospital care for indigent and needy people residing in the District;

WHEREAS, the Hospital District wishes to increase public awareness of the Nueces Aid Program with the aim of increasing enrollment, and the Hospital District desires to acquire the services described in Exhibit “A” (“Exhibit ‘A’”) and have the benefit of the special terms described in Exhibit “B” (“Exhibit ‘B’”) both attached to this Agreement and incorporated herein.

WHEREAS, the Local Government Code, §262.024(a)(2), provides for the discretionary procurement of services to preserve or protect the public health or safety of county residents, and the services sought by the Hospital District hereunder are essential to achieve such;

WHEREAS, the Nonprofit is a non-profit organization located in Nueces County whose mission is, in part, to accelerate change in the health care utilized of persons of color within Nueces County, and furthermore the Hospital District welcomes the efforts of the Nonprofit in reaching out to such persons and others encountered by the Nonprofit under this Agreement who would benefit from the Nueces Aid Program’s services;

WHEREAS, the Nonprofit has recently performed satisfactory promotion services for Nueces County, and the Nonprofit is ready, willing, and able to provide the outreach, promotion, facilitation, and marketing services sought by the Hospital District, and the Nonprofit wishes to

provide the services described in Exhibit “A” and agree to the special terms in Exhibit “B” of this Agreement, on the terms and for the consideration described in this Agreement; and

WHEREAS, pursuant to Health Code, §281.026, the Hospital District’s Administrator (the “Administrator”) performs duties required by the Board and supervises the work and activities of the Hospital District.

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Term. This Agreement shall commence on November 01, 2024 (the “Effective Date”) and shall continue through October 31, 2025 (collectively, the “Term”), unless terminated earlier in accordance with the provisions of this Agreement.

2. Services. During the term of this Agreement, the Nonprofit agrees to coordinate with the Hospital District on the services described in Exhibit “A” and the special terms described in Exhibit “B” in accordance with the terms and conditions of this Agreement. Nonprofit specifically agrees to include Agreement Administrator designated in Section 9 in any enrollment promotion planning, negotiations, or discussions in which the Nonprofit is involved under this Agreement concerning: (i) the Hospital District’s interests, (ii) use of the Hospital District’s name, image, or likeness, or (iii) activities which will ultimately require Hospital District involvement, financial, or otherwise.

3. Consideration. In consideration of the Enrollment Promotion Services to be provided hereunder, the Hospital District agrees to pay the Nonprofit the total sum of **Seventy-Five Thousand Dollars (\$75,000)** during the Term, which sum will be paid in four (4) equal installments as follows: Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) in November of 2024, and February, May, and August of 2025, upon submission of a detailed invoice from the Nonprofit for services to be performed during the quarter. All expenses incurred by the Nonprofit in performance of its duties under this Agreement shall be the sole responsibility of the Nonprofit and are not reimbursable by the District. During the term of this Agreement, the total compensation to be paid by the District to Nonprofit hereunder shall not exceed Seventy-Five Thousand Dollars (\$75,000). Payment of the District’s initial installment hereunder is conditioned on its receipt of the fully executed Business Associate Agreement required in Section 32.

4. Payment Address. The payments required under this Agreement shall be sent via the United States Postal Service to the Nonprofit at the Nonprofit’s address specified in Section 10.

5. Quarterly Reports. Within fifteen (15) calendar days after the end of each quarter, Nonprofit shall submit to the Hospital District a written activity report (the “Activity Report”) of its services provided under this Agreement. At a minimum, the Activity Report shall address Nonprofit’s provision of the services described in Exhibit “A,” the special terms in Exhibit “B,” the number of initial contacts made, follow-up contacts made, applications initiated, and applications submitted, a narrative summary of the services rendered during the quarter, a summary of year-to-date expenditures incurred by the Nonprofit in providing services under this Agreement,

and any other information requested by the Hospital District pertaining to this Agreement. For purposes of this Agreement, the first quarter is November 2024 – January 2025; second quarter is February – April 2025; third quarter is May – July 2025; and the fourth quarter is August – October 2025, Notwithstanding anything to the contrary contained in this Section 5, the Nonprofit may exclude Confidential Information from an Activity Report if the Nonprofit gives an oral report of the Confidential Information to the Hospital District’s Administrator or his designee contemporaneously with the delivery of the Activity Report from which such Confidential Information was excluded. For purposes of the preceding sentence, "Confidential Information" means matters covered by the federal Health Insurance Hospital Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule (“HIPAA Privacy Rule”) whose major goal is to assure that individuals’ health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being, in addition to applicable state laws. A summary of the key elements of the HIPAA Privacy Rule available at <https://www.hhs.gov/sites/default/files/privacysummary.pdf>.

6. Records. Nonprofit shall maintain fiscal records and support documentation in the form of cancelled checks, payroll records, and invoices evidencing the expenditure of all funds received by the Nonprofit pursuant to this Agreement. The Nonprofit agrees to maintain proper accounting records reflecting the receipt and expenditure of funds paid to it by the Hospital District pursuant to this Agreement in sufficient detail that a reasonable person could from a review of such records determine how all such funds were expended. Upon a written request do so, Nonprofit shall give the District or its duly authorized representatives, at any reasonable time or times, access to all books, accounts, records, files, or other papers belonging to or used by the Nonprofit in connection with its performance under this Agreement. Failure to provide access to the foregoing documents shall constitute a breach of this Agreement by the Nonprofit. The Nonprofit agrees to keep in its possession for at least three (3) years after the termination of this Agreement all the records described in this Section 6.

7. Performance Review. The Hospital District will conduct a performance review, on a quarterly basis, to evaluate the Nonprofit's compliance with the provisions of this Agreement.

8. Early Termination. The Hospital District shall have the right to terminate this Agreement any time prior to the expiration of the term specified in Section 1 if the District determines that the Nonprofit has breached or otherwise failed to minimally comply with any terms of this Agreement. The District shall give the Nonprofit written notice of such termination at least thirty (30) days prior to the date of such termination. The notice shall include the reasons for such termination and the effective date of the termination. Furthermore, either party may terminate this Agreement at any time for any reason by giving written notice to the other party at least ninety (90) days prior to the termination date specified in such notice. Upon termination of this Agreement, the District shall be liable to the Nonprofit only for sums earned by the Nonprofit prior to the date of termination.

9. Agreement Administrator. The Hospital District shall designate an Agreement Administrator who will, on behalf of the District, coordinate with the Nonprofit and administer the terms of this Agreement. It shall be the responsibility of Nonprofit to cooperate with and coordinate all Agreement-related activities with the Agreement Administrator.

For the purposes of this Agreement, the Agreement Administrator shall be:

Belinda Espinoza, Assistant Administrator
555 N. Carancahua, Suite 950
Corpus Christi, Texas 78401
Ph: (361) 808-3330
E-mail: Belinda.Espinoza@nchdcc.org

The District may change the Agreement Administrator at any time by giving the Nonprofit written notice in advance of such a change.

10. Notices. All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by facsimile, or electronic transmission as addressed below:

If to the Hospital District:
Jonny F. Hipp, Administrator
Nueces County Hospital District
555 N. Carancahua, Suite 950
Corpus Christi, Texas 78401
Ph: (361) 808-3300
Fax: (361) 808-3274
E-mail: Jonny.Hipp@nchdcc.org

If to the Nonprofit:
Jeremy L. Coleman, President
Dr. H. Boyd Hall Community Foundation
P.O. Box 60715
Corpus Christi, Texas 78466
Ph: (361) 884-8541
Fax: _____
E-mail: naacp.cctx@gmail.com

or to such other person or address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by facsimile or electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

11. Source of Funds. Any payments made to the Nonprofit by the Hospital District pursuant to this Agreement shall be made with District funds budgeted for that purpose.

12. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and understand that this Agreement is contingent upon the

appropriation of funding by the Hospital District's Board of Managers in the District's annual budget.

13. No Conflict of Interest. The Hospital District and Nonprofit each state independently that to the best of its knowledge no member of the Hospital District Board of Managers nor any officer, employee, or agent of the Hospital District who will exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

14. No Joint Enterprise or Liability. The parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and the Hospital District shall at no time be responsible or liable for the acts of the Nonprofit or the Nonprofit's agents or employees. In no event shall the Hospital District be liable *(i)* for the performance of any Agreements made by Nonprofit with any other person or entity or *(ii)* for any damages, injuries, or losses charged to or adjudged against the Nonprofit arising from its operations or the use or maintenance of its facilities. Nonprofit will be responsible for all costs and expenses incurred by it in providing the Enrollment Promotion Services hereunder, and the Hospital District shall be under no obligation to provide any additional funding or incur any other costs or expenses in connection with the Enrollment Promotion Services beyond the Agreement Amount.

15. Indemnity. Nonprofit agrees to defend, indemnify and hold harmless the Hospital District, its Hospital District Board of Managers, employees and representatives for any claims or losses of any kind incurred by any of them because of or arising out of the Enrollment Promotion Services performed by the Nonprofit pursuant to this Agreement.

16. Confidentiality and Data Protection. Nonprofit agrees that any information given to the Nonprofit by the Hospital District concerning the financial or other affairs of the Hospital District while in pursuit of the Nonprofit's obligations under this Agreement will be held by the Nonprofit in confidence and will not be revealed to any other person, entity, or governmental body without the express written consent of the Hospital District.

The Nonprofit acknowledges that during the term of this Agreement, it may have access to confidential information relating to the Hospital District, the Nueces Aid Program, and Program participants. The Nonprofit agrees to:

- a. Keep all such information confidential and not disclose it to any third party without the Hospital District's prior written consent.
- b. Use such information solely for the purpose of performing its obligations under this Agreement.
- c. Comply with all applicable data protection laws, including the HIPAA Privacy Rule and any relevant state-specific privacy regulations.
- d. Upon termination or expiration of this Agreement, the Nonprofit shall return or securely destroy all confidential information in its possession.

17. Severability. If any provision of this Agreement is held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement

will remain in full force and effect. Any provision of this Agreement held to be invalid, unconstitutional, or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, unconstitutional, or unenforceable.

18. No Waiver of Rights. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege under this Agreement.

19. No Waiver of Governmental Immunity. No provision of this Agreement is in any way intended to constitute a waiver by the Hospital District of any Governmental Immunities from suit or from liability that the Hospital District may have by operation of law.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement lies in Nueces County, Texas, exclusively.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement.

22. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to and be binding in all respects on and inure to the benefit of the successors and permitted assigns of the parties.

23. Headings. The titles and headings in this Agreement are used only for reference, and in no way define or limit the scope or intent of a provision of this Agreement.

24. Compliance with Applicable Laws. Nonprofit agrees to comply with all applicable federal, state, and local laws and regulations while performing the Enrollment Promotion Services under this Agreement.

25. No Organizational Conflict of Interest. The Nonprofit hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Nonprofit is unable or potentially unable to render impartial services to Hospital District or the Nonprofit's objectivity in performing the services under this Agreement is or might otherwise be impaired. Nonprofit agrees to immediately notify Hospital District of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Agreement. The Hospital District may terminate this Agreement immediately by written notice to the Nonprofit, if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

26. Special Terms. Any special terms pertaining to the subject matter of this Agreement are set forth in Exhibit "B" attached hereto, which is incorporated herein.

27. Entire Agreement and Modification. This Agreement supersedes all prior Agreements between the parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the Agreement between the parties with respect to the subject matter of this Agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. This Agreement may not be amended, supplemented, or otherwise modified except by written Agreement executed by the party to be charged with the change.

28. Independent Nonprofit Status. Nonprofit is an independent Nonprofit and not an employee, agent, or partner of the Hospital District. Nonprofit shall not be entitled to any employee benefits, including but not limited to health insurance, retirement benefits, or workers' compensation from the Hospital District. The Nonprofit shall be solely responsible for the payment of all federal and state taxes arising out of its performance of services under this Agreement.

29. Insurance Requirements. The Nonprofit shall maintain adequate insurance coverage for the duration of this Agreement, including:

- a. General Liability Insurance with a minimum coverage of \$100,000 per occurrence and \$300,000 aggregate.
- b. Professional Liability Insurance with a minimum coverage of \$100,000 per claim.
- c. Workers' Compensation Insurance as required by law.

30. Responsibilities of the Nonprofit. Nonprofit shall perform the services described in Exhibit "A" in a professional and diligent manner. Nonprofit shall also ensure that its staff and volunteers are properly trained and adhere to confidentiality standards when handling sensitive information. Nonprofit shall additionally comply with all relevant laws and regulations applicable to the services described in Exhibit "A" and the special terms described in Exhibit "B." Nonprofit shall cooperate with and strive to integrate, as directed by the Agreement Administrator, its services provided under this Agreement with any other nonprofits that may be contracted by the Hospital District for the same, similar, or related purposes.

31. Responsibilities of the Hospital District. Hospital District will provide the Nonprofit with up-to-date information on the Program, including eligibility criteria, application requirements, submission procedures, and any other related changes to the Program. The District will also designate and identify a Program Resource Representative, in addition to the Agreement Administrator in Section 9, to serve as a Program enrollment subject-matter expert to Nonprofit.

For the purposes of this Agreement, the Program Resource Representative shall be:

Haydee Rothenbach, Program Supervisor
Dr. Hector P. Garcia Memorial Family Health Center
2606 Hospital Boulevard
Corpus Christi, Texas 78405
Ph: (361) 902-4799
E-mail: Haydee.Rothenbach@nchdcc.org

The District may change the Program Resource Representative at any time by giving the Nonprofit written notice in advance of such a change.

32. Business Associate Agreement. Nonprofit agrees to enter into a HIPAA-compliant Business Associate Agreement prepared by the Hospital District.

IN WITNESS WHEREOF, the Hospital District and Nonprofit, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date in Section 1.

[The signatories page follows this page]

HOSPITAL DISTRICT:

NUECES COUNTY HOSPITAL DISTRICT

By: _____
Name: Jonny F. Hipp
Title: Administrator

Date: _____

NONPROFIT:

DR. H. BOYD HALL COMMUNITY FOUNDATION

By: _____
Name: Jeremy L. Coleman
Title: President

Date: _____

EXHIBIT “A”

SERVICES

The services to be provided by the Nonprofit under this Agreement are as follows:

1. Outreach:
 - a. Develop and implement outreach strategies to reach indigent and needy residents of the County who may need medical aid and hospital care.
 - b. Establish partnerships between the Nonprofit and local non-profit organizations and charities, community action agencies, government programs (e.g., social services departments, housing authorities, and health departments), food pantries and soup kitchens, legal aid societies, faith-based and cultural organizations, health clinics and free clinics, community centers, shelters and transitional housing programs, employment and vocational training programs, transportation services, and other similarly-purposed organizations in the County.
 - c. Conduct outreach through in-person visits, community events, digital marketing, and printed materials distribution.

2. Promotion:
 - a. Organize and conduct workshops, community events, meetings, for the purpose of informing eligible residents, social workers, social services, promotoras, community health workers, food pantries, food banks, and other same types of providers about the benefits, requirements, and application process of the Program. Nonprofit shall plan, organize, and coordinate the workshops with the Hospital District prior to conducting them. For purposes of this Agreement, the word “promotora” means a lay Hispanic/Latino community member who receives specialized training to provide basic health education in the community without being a professional health care worker.
 - b. Provide printed and digital Program materials in multiple languages as needed to accommodate the County’s diverse population as approved by the Hospital District.
 - c. The Hospital District shall be recognized as a member on the Nonprofit’s website, and the website shall contain obvious hyperlinks to: (i) the District's official website, and (ii) the District’s Nueces Aid Program application assistance webpage, each situated under the District’s name. Nonprofit shall submit mockups or prototypes of the website design to the Agreement Administrator for approval prior to publishing or deploying the hyperlinks to the District’s website.

3. Facilitation:
 - a. Assist residents in completing and submitting the Program’s enrollment applications.
 - b. Based on information provided by the Hospital District to Nonprofit in Section 31, Nonprofit will provide support aimed at helping individuals and supporting

organizations understand Program eligibility, benefits, and required documentation.

- c. Coordinate with the Hospital District's Program enrollment staff to ensure timely and accurate review and processing of submitted applications.
- d. Based on information provided by Hospital District to Nonprofit in Section 31, Nonprofit will provide guidance as necessary to staff or volunteers to assist residents with filling out Program applications and gathering required documentation.
- e. Advise Agreement Administrator of various community locations and events which offer Program enrollment opportunities for the Hospital District.

4. Marketing:

- a. Distribute promotional materials that have been approved by the Hospital District (flyers, brochures, digital ads) to increase awareness of the Program.
- b. Secure prior authorization from the Hospital District to utilize traditional media (e.g., newspapers, radio, local television) and digital platforms to reach audiences about the Program.
- c. Engage with local influencers and community leaders to advocate for the Program as approved by the Hospital District.
- d. Prepare newsletters, newspaper and magazine articles, social media platform posts, online channel posts, influencer posts, online platform posts, and public service announcements on the Nueces Aid Program as directed by and in collaboration with the Agreement Administrator. Nonprofit shall submit proofs of such items to Agreement Administrator for approval prior to use.

5. Data and Documentation:

- a. Maintain detailed records of outreach, promotion, facilitation, and marketing activities, including the number of initial contacts made, follow-up contacts made, applications initiated, and applications submitted.
- b. Adhere to any additional data reporting and documentation requirements specified by the Hospital District.

EXHIBIT B

SPECIAL TERMS

The special terms to be provided by the Nonprofit under this Agreement are as follows:

1. Membership. The Hospital District shall be a member of the Nonprofit during the Term of this Agreement without having to pay any membership or other dues.
2. Board Seat and Executive Board. The Hospital District shall have one (1) seat on the Nonprofit's board of directors and such seat shall include and entitle the District to be a member of the Nonprofit's executive board.
3. Sponsor. The Hospital District shall have the status of the highest-level sponsor of the Nonprofit's annual meeting should such a meeting take place, at no additional cost to the District. Such sponsor status shall entitle the District to the table with the greatest number of seats at the meeting with meals and the highest-level program recognition.

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**Nueces County
Hospital District**

Nueces County Physician Needs Assessment Proposal

September 20, 2024



3Dhealth

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Nueces County Hospital District's Requirements

Nueces County Hospital District would like to partner with an experienced firm to complete a comprehensive physician needs assessment and patient access analysis for Nueces County, Texas.

About 3Dhealth

3Dhealth is nationally recognized as the go-to partner for Provider Development Planning and Community Needs Assessments. We have completed thousands of Plans for hundreds of Hospitals and Health Systems for more than 22 years. Our professionals serve clients across the country from our offices in Chicago, Pennsylvania, Tennessee and Wisconsin. We take a practical and direct approach to helping our clients establish a competitive advantage and gain market share in their local communities. Our clients rely on our precise, market-based research and custom analytics to make critical strategic decisions.

We have a passion for fulfilling our mission and demonstrating our values on a daily basis. We accomplish our mission through our dedicated professionals, tested analytics, primary research focus, and daily demonstration of 3Dhealth values.

3Dhealth Values

- Wow Clients Through Service
- Be Smart and Practical
- Quickly Customize Solutions
- Surpass "Big Firm" Deliverables
- Create Fun and a Little Irreverence

Our "personality" can best be described in five ways:

1. **Entrepreneurs:** At our core, we are entrepreneurs. We understand how to make strategic decisions and minimize business risk.
2. **Honest Perspective:** Hospital and health system senior management enjoy our unique combination of custom analytics and unvarnished perspective.
3. **Physician Friendly:** Physicians respect and respond well to our rigorous and direct approach to answering strategic questions.
4. **Board Accepted:** Our clients' Board of Directors rely on the level of detail and accuracy that we bring to strategic assignments.
5. **Relationship Driven:** Our clients return to us time and again to help make critical decisions. In any given year, over 80% of our business comes from established client relationships.

Our clients look for deep expertise rather than surface knowledge across a hundred different topics. Therefore, we focus on five project types, and do them better than anyone in the industry.

Our consulting services include: Provider Development Planning, Medical Staff Development Planning, Community Needs Assessments, Patient Access Studies, Demand for Physicians, and Supply of Physicians.

3Dhealth projects demand for physician services using our proprietary Physician Demand Model. The model was developed with utilization data purchased from the leading actuarial firm Milliman. The commercial physician encounter rates are based on Milliman's proprietary database from nationwide commercial group data representing encounters from over 550-million-member months. Medicare encounter rates are based on the Center for Medicare and Medicaid Services' 5% sample data file, which is comprised of data representing encounters from over 13.8-million-member months.

3Dhealth's baseline Physician Demand Model projects demand for both physician and advanced practice provider services for a traditionally managed patient population. The utilization data is age and gender specific across 45 provider specialties and 25 pediatric sub-specialties. The model is also capable of adjusting the projected demand for physician services across the continuum from loosely to well-managed care, allowing you to better plan for population health management and the expected impact on demand for physician services.

3Dhealth compiles, tests, and iterates our provider supply databases using a variety of sources, including your provider rosters, competitor hospital rosters, mailing list data, CMS data, the AMA Masterfile, physician practice websites, Yelp, Healthgrades, Vitals, and other online resources. In addition, 3Dhealth verifies records with primary research and typically makes outbound telephone calls to 85-90% of the physicians within the database.

Project Scope, Process, and Deliverables

Activities

- ✓ Conduct a Kick-Off Meeting with a designated contact at Nueces County Hospital District and any additional key stakeholders to:
 - Confirm project objectives and approach
 - Discuss 3Dhealth's approach, methodology, data sources, timing and deliverables
 - Agree on the Project Plan and timing for key milestones including:
 - Physician Supply Verification
 - Draft Surplus/Deficit Analysis
 - Patient Access Study
 - Nueces County Physician Needs Assessment Presentations
- ✓ Estimate the demand for office-based physician services for Nueces County.
 - Utilize 3Dhealth's proprietary Physician Demand Model to determine the projected demand for physician services for Nueces County.
 - The model was developed with utilization data purchased from the leading actuarial firm Milliman.
 - The commercial physician encounter rates are based on Milliman's proprietary database from nationwide commercial group data representing encounters from over 550-million-member months.
 - Medicare encounter rates are based on the Center for Medicare and Medicaid Services' 5% sample data file, which is comprised of data representing encounters from over 13.8-million-member months.
 - Considers age and gender distribution of the Nueces County population
 - Includes 45 office-based physician specialties and up to 25 pediatric sub-specialties (as needed).
 - Assumes physician productivity utilizing a five-year rolling average of the MGMA median physician productivity benchmarks
- ✓ Compile and verify the physician supply database for Nueces County.
 - Develop a comprehensive physician supply database for Nueces County utilizing a number of public and private sources
 - To further increase the accuracy of the database, verify records with primary research and telephone calls to physicians' offices as needed. Additional research is typically completed in the following circumstances:
 - Age: If a physician's age was not uncovered during the database compilation, 3Dhealth gathers estimates using medical school graduation dates, birth years, or birth dates as available
 - Locations: Physician FTEs are adjusted for physicians that spend time practicing at multiple offices - both inside and outside of Nueces County - based on the days of the week spent at each office (e.g. two days at office 1 and two days at office 2 equate to a 50%/50% location split)
 - Specialties: If a physician practices multiple sub-specialties, his or her FTE is split between the sub-specialties
 - Productivity: Physician FTEs are adjusted for time spent performing non-clinical duties, such as teaching, research, or administrative duties. In the absence of actual FTE data or information, academic physicians are assigned a 0.67 FTE (or portion thereof if explicitly identified as a part-time provider)
- ✓ Complete the Patient Access Study.

- For all office-based physicians within Nueces County, place phone calls to the practice to test for:
 - Whether practices are open or closed to new patients
 - The next available new patient appointment wait time
 - Whether the practice offered an alternative appointment - e.g., APP or physician partner, or alternative site
 - Call scenarios can be customized by specialty and payer type at Nueces County Hospital District's discretion.
- Collect and tabulate the results of the Patient Access Study:
 - Number and percentage of physicians by specialty open, closed or selectively open to new patients
 - Minimum, maximum, and average wait times for the next available new patient appointment by specialty, practice, and/or physician
 - The number of practices that offered an alternative if they were closed to new patients or if wait times were excessive
- Benchmark the results of the Patient Access Study against patient expectations and 3Dhealth's national experience based on our work across the country.
- ✓ Calculate current physician FTE supply by specialty for Nueces County
- ✓ Calculate the resulting current and five-year projected surplus or deficit of community physicians for the Nueces County population.
- ✓ Conduct a conference call to review the draft surplus/deficit results and physician supply database.
- ✓ Incorporate any feedback.
- ✓ Compile the results of the Patient Access Study.
- ✓ Issue the final Nueces County Physician Needs Assessment.
- ✓ Conduct in-person and virtual meetings/presentations, as needed.

Deliverables

- Draft Surplus/Deficit Results and Physician Supply Database (Excel file with initial results and physician supply detail)
- Patient Access Detail
- Patient Access Study
- Nueces County Physician Needs Assessment
- Provider Supply Database

Timing

- Six Weeks to Draft Results
- Ongoing In-Person and Virtual Meetings/Presentations As Needed

Physician Needs Assessment Specialties

The following specialties are included Physician Needs Assessment:

Primary Care Specialties

Advanced Practice Provider
Family Medicine
Geriatric Medicine
Internal Medicine
Nurse Midwife
Obstetrics & Gynecology
Pediatrics

Medical Sub-Specialties

Allergy & Immunology
Cardiology - Electrophysiology
Cardiology - Interventional
Cardiology - Medical
Dermatology
Endocrinology
Gastroenterology
Hematology/Oncology
Infectious Disease
Nephrology
Neurology
Pain Management
Physical Medicine & Rehab
Psychiatry
Pulmonary
Reproductive Endocrinology
Rheumatology
Sleep Medicine
Sports Medicine

Surgical Sub-Specialties

Bariatric Surgery
Breast Surgery
Cardiac Surgery
Colon and Rectal Surgery
General Surgery
Maternal Fetal Medicine
Neurosurgery - Cranial
Neurosurgery - Spine
Oncology Surgery
Ophthalmology
Orthopedic Surgery – Foot & Ankle
Orthopedic Surgery - General
Orthopedic Surgery - Hand
Orthopedic Surgery – Hip & Knee
Orthopedic Surgery – Shoulder & Elbow
Orthopedic Surgery - Spine
Otolaryngology
Plastic Surgery
Podiatry
Thoracic Surgery
Urology
Vascular Surgery

3Dhealth Project Team

Ron Flower, President & CEO, will lead the engagement. Sarah Catrambone, Manager, and Andrew Gargiulo, Manager, will assist Ron with the completion of the analytics and deliverables.

Ron Flower, President & CEO. Ron is a recognized Healthcare Analyst and Strategist. For more than 18 years, Ron has worked directly with 3Dhealth's clients to develop customized solutions to their Provider Development Planning needs. Having started with 3Dhealth as an Analyst, he knows every component of 3Dhealth's Provider Development Planning from the ground up. His experience now spans 42 states and includes Academic Medical Centers, Critical Access Hospitals, both national and regional health systems, physician groups, urban and rural markets, and everything in between.

As President & CEO of 3Dhealth, Ron leads all aspects of client engagements and is responsible for professional development across the firm. In addition to Provider Development Planning, Ron's areas of expertise include Community Needs Assessments, Market Assessments, and Feasibility Studies. He is also a noted speaker, regularly presenting at The Association for Advancing Physician and Provider Recruitment's (AAPPR) annual conference, educational meetings for state and regional affiliates of AAPPR, and retreats for hospital/health system Boards and Senior Leadership Teams.

Prior to 3Dhealth, Ron was the Director for SCORE! Educational Centers, a subsidiary of Kaplan and The Washington Post Company.

When not at work, Ron can usually be found spending time with his wife, Danelle, and son, Sebastian. Together, the three enjoy traveling, riding bikes, playing soccer, spending time at the beach, rooting for the Chicago Cubs and anything else that involves family and friends.

Sarah Catrambone, Manager. Sarah began working as a Research Associate for 3Dhealth in 2014 while she was in college. Upon graduation, Sarah accepted a full-time position as an Analyst and is now a Manager. As a Manager, Sarah's responsibilities include performing both primary and secondary research, gathering, organizing, and analyzing client data, and communicating analyses and research findings to project team members and clients. She is also involved in strategy development and leads partner deliverable preparation. Sarah trains all Analysts and Consultants within 3Dhealth.

In her free time, Sarah loves spending time with her family and friends. Born and raised in Chicago, Sarah has taken full advantage of living in the city. She enjoys everything Chicago has to offer by frequenting the many different restaurants, baseball games, concerts, and shopping options.



Andrew Gargiulo, Manager. As a Manager, Andrew is responsible for the development of project analytics and deliverables. Andrew works closely with Shane, Ron and Joanne in strategy development and delivers this strategic insight to clients. He also works closely with Joanne and Sarah in training of the 3Dhealth team.

Andrew grew up on the Mississippi Gulf Coast and earned a B.S. in Neuroscience and Cognitive Studies from Millsaps College. After graduating, Andrew moved to Philadelphia to pursue a PhD in Behavioral Neuroscience at Drexel University, where he studied the neurobiology underlying the drive to drink alcohol. Andrew then taught as a professor at Bryn Mawr College, where he studied sex differences in responses to stress and cognition. Across these experiences, Andrew presented at numerous local, national, and international conferences and authored numerous scientific publications. 3Dhealth allows Andrew to blend his passion for data analysis with practical, real-world applications in the health care industry.

Outside of 3Dhealth, Andrew loves to visit Philly for its restaurants and bars, museums and concerts, and history. Outside the city, he also enjoys hiking, biking, and spending time at the beach.

Relevant Experience

3Dhealth has completed hundreds of Provider Development Plans and thousands Community Needs Assessments for both Hospital, Health System, and Physician Group clients across the country.

AdvocateAuroraHealth



Proposed Fees

Total fees for the project are based upon the proposed scope of work, include a 20% new client discount and total:

Component	Professional Fees
Current and Projected Surplus/Deficit Analysis	\$14,000.00
Patient Access Study	<u>\$10,000.00</u>
Total Retail Professional Fees	\$24,000.00
<i>Less 20% New Client Discount</i>	<u><i>(\$4,800.00)</i></u>
Total Discounted Professional Fees	\$19,200.00

Out-of-pocket expenses including travel, copies and binding, data purchases, and other reasonable project-related expenses will be billed as incurred at cost. Data fees include Milliman physician utilization rates, Claritas demographics, and IQVIA physician supply and total \$1,500.00.

3Dhealth follows the IRS recommended guidelines for travel.

25% of the professional fees and 100% of the data costs are due upon signing of a Consulting Agreement. The remainder of the professional fees and out of pocket expenses will be billed monthly over the course of the engagement and are payable within 30 days of being billed.

Contact Information

Ron Flower
President & CEO
Office: 312-423-2673
Cell: 773-209-6311
RFlower@3Dhealthinc.com

Consulting Agreement

Client Information

Name: Nueces County Hospital District

Phone: 361-808-3800

Contact Person: Jonny Hipp

3Dhealth, a Wisconsin corporation ("3D"), agrees to provide consulting services ("Consulting Services") to Nueces County Hospital District ("Client"), in connection with Client's project ("Project") of completing a comprehensive physician needs assessment and patient access analysis for Nueces County, Texas. 3D and Client (collectively, "Parties") understand and agree that 3D shall perform the following Consulting Services, which are of a ministerial nature in support of Client in its Project.

Project Scope

Activities

- ✓ Conduct a Kick-Off Meeting with a designated contact at Client and any additional key stakeholders to:
 - Confirm project objectives and approach
 - Discuss 3Dhealth's approach, methodology, data sources, timing and deliverables
 - Agree on the Project Plan and timing for key milestones including:
 - Physician Supply Verification
 - Draft Surplus/Deficit Analysis
 - Patient Access Study
 - Nueces County Physician Needs Assessment Presentations
- ✓ Estimate the demand for office-based physician services for Nueces County.
 - Utilize 3Dhealth's proprietary Physician Demand Model to determine the projected demand for physician services for Nueces County.
 - The model was developed with utilization data purchased from the leading actuarial firm Milliman.
 - The commercial physician encounter rates are based on Milliman's proprietary database from nationwide commercial group data representing encounters from over 550-million-member months.
 - Medicare encounter rates are based on the Center for Medicare and Medicaid Services' 5% sample data file, which is comprised of data representing encounters from over 13.8-million-member months.
 - Considers age and gender distribution of the Nueces County population
 - Includes 45 office-based physician specialties and up to 25 pediatric sub-specialties (as needed).
 - Assumes physician productivity utilizing a five-year rolling average of the MGMA median physician productivity benchmarks
- ✓ Compile and verify the physician supply database for Nueces County.
 - Develop a comprehensive physician supply database for Nueces County utilizing a number of public and private sources
 - To further increase the accuracy of the database, verify records with primary research and telephone calls to physicians' offices as needed. Additional research is typically completed in the following circumstances:
 - Age: If a physician's age was not uncovered during the database compilation, 3Dhealth gathers estimates using medical school graduation dates, birth years, or birth dates as available

- Locations: Physician FTEs are adjusted for physicians that spend time practicing at multiple offices - both inside and outside of Nueces County - based on the days of the week spent at each office (e.g. two days at office 1 and two days at office 2 equate to a 50%/50% location split)
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- ✓ Complete the Patient Access Study.
 - For all office-based physicians within Nueces County, place phone calls to the practice to test for:
 - Whether practices are open or closed to new patients
 - The next available new patient appointment wait time
 - Whether the practice offered an alternative appointment - e.g., APP or physician partner, or alternative site
 - Call scenarios can be customized by specialty and payer type at Client's discretion.
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 - The number of practices that offered an alternative if they were closed to new patients or if wait times were excessive
 - Benchmark the results of the Patient Access Study against patient expectations and 3Dhealth's national experience based on our work across the country.
- ✓ Calculate current physician FTE supply by specialty for Nueces County
- ✓ Calculate the resulting current and five-year projected surplus or deficit of community physicians for the Nueces County population.
- ✓ Conduct a conference call to review the draft surplus/deficit results and physician supply database.
- ✓ Incorporate any feedback.
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Deliverables

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- Patient Access Study
- Nueces County Physician Needs Assessment
- Provider Supply Database

Timing

- Six Weeks to Draft Results
- Ongoing In-Person and Virtual Meetings/Presentations as Needed

Specialties Included in the Assessments

Primary Care Specialties

Advanced Practice Provider
Family Medicine
Geriatric Medicine
Internal Medicine
Nurse Midwife
Obstetrics & Gynecology
Pediatrics

Medical Sub-Specialties

Allergy & Immunology
Cardiology - Electrophysiology
Cardiology - Interventional
Cardiology - Medical
Dermatology
Endocrinology
Gastroenterology
Hematology/Oncology
Infectious Disease
Nephrology
Neurology
Pain Management
Physical Medicine & Rehab
Psychiatry
Pulmonary
Reproductive Endocrinology
Rheumatology
Sleep Medicine
Sports Medicine

Surgical Sub-Specialties

Bariatric Surgery
Breast Surgery
Cardiac Surgery
Colon and Rectal Surgery
General Surgery
Maternal Fetal Medicine
Neurosurgery - Cranial
Neurosurgery - Spine
Oncology Surgery
Ophthalmology
Orthopedic Surgery - General
Orthopedic Surgery - Hand
Orthopedic Surgery - Spine
Otolaryngology
Plastic Surgery
Podiatry
Thoracic Surgery
Urology
Vascular Surgery

Fees for Services

Professional fees for the project are based upon the proposed scope of work, include a 20% new client discount and total \$19,200.00.

Out-of-pocket expenses including travel, copies and binding, and other reasonable project-related expenses will be billed as incurred at cost. 3D follows the IRS recommended guidelines for travel.

Data purchases include Milliman physician utilization rates and Claritas service area demographics and total \$1,500.00.

25% of the professional fees and 100% of the data costs are due upon signing of a Consulting Agreement. The remainder of the professional fees and out of pocket expenses will be billed monthly over the course of the engagement and are payable within 30 days of being billed.

Client hereby acknowledges that it has read and understands the Terms & Conditions attached hereto and any other attachments hereto, all of which are incorporated herein by reference, and it agrees to be bound hereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later of the dates set forth below.

Nueces County Hospital District

3Dhealth

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GENERAL TERMS & CONDITIONS

1. **GENERAL.** The General Terms & Conditions set forth herein are incorporated in and part of that certain Consulting Agreement ("Agreement") to which it is attached by and between the Parties thereto, which shall be referred to herein as 3Dhealth ("3D") and Client respectively.

2. **ACCEPTANCE; TERM.** This Agreement is not binding upon 3D, and its term (the "Term") shall not commence, until (a) 3D's actual receipt of the Agreement signed by an authorized representative of the Client adopting all of the Terms & Conditions without qualification and (b) execution of the Agreement by an authorized representative of 3D. The Term shall continue until the Project (as defined in the Agreement) is completed, unless terminated earlier as provided below.

3. **TERMS OF PAYMENT.** Client shall be invoiced 25% of the professional fee and 100% of the data cost upon signing the Consulting Agreement and then monthly as the project progresses. Invoices shall be due and payable within 30 days of receipt of the invoice by Client.

4. **EXPENSES.** Client shall promptly reimburse 3D at cost for all out-of-pocket expenses attributable to the Project or incurred in connection with the Consulting Services (as defined in the Agreement), including travel, accommodation, meals, photocopying, courier, telephone, facsimile and other related expenses.

5. **WARRANTY.** 3D warrants that it shall perform all Consulting Services competently and in a timely and professional manner, exercising all of the diligence and care normally exercised in the performance of comparable tasks. 3D has been engaged to collect, analyze, interpret and explain various data, and make recommendations to Client. 3D cannot guarantee its recommendations or Client's success in implementing the same. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, 3D MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE.

6. **INDEPENDENT CONTRACTOR.** The relationship of the parties under this Agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this Agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority. 3D has the sole right to control and direct the means, details, manner, and methods by which the Consulting Services will be performed, and the right to perform the Consulting Services at any time, place, or location.

7. **ASSIGNMENT.** Each party shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8. **NON-SOLICITATION.** During this Agreement and for a period of 12 months following the termination of this Agreement, each party shall not, directly or indirectly, for their own account or for any other person or entity, solicit, hire or otherwise engage the services of any personnel of the other party without the prior written consent of the party.

9. **CONFIDENTIAL INFORMATION.** 3D recognizes and acknowledges that, in performing Consulting Services, it may come into possession of certain confidential information of Client ("Confidential Information"). 3D agrees that, except as directed by the Client, it shall not at any time during or after the Term disclose any Confidential Information to any person. It is understood that the Confidential Information does not include information that (a) becomes generally available to the public other than as a result of disclosure by 3D, (b) becomes available to 3D from a source other than Client if that source is not subject to a confidentiality obligation regarding such information, or (c) must be disclosed by order of court or other process of law.

10. **TERMINATION BY CLIENT.** This Agreement is based on the Client's commitment to the Project. However, the Client may cancel this agreement upon two weeks prior written notice, *provided, however*, that client agrees to pay for all Consulting Services rendered and expenses incurred through the effective date of termination.

11. **TERMINATION BY 3D.** 3D may terminate this Agreement upon two weeks prior written notice to Client if (a) Client is unwilling or unable to accept delivery of the services necessary to complete the Project on the delivery date agreed upon by the parties and (b) the parties are unable to agree upon another date for delivery.

12. **LIMITATION OF LIABILITY.** Client's sole and exclusive remedy for breach or any other claim in connection with the Agreement or the Consulting Services provided pursuant thereto shall be for a refund of any part of the Total Project Cost paid by Client. In no event shall 3D be liable to Client or any third-party for any special, indirect, incidental or consequential damages in

connection with or as a result of the performance, non-performance, delivery or non-delivery of the services of 3D, or for any charges or expenses of any nature incurred without 3D's written consent, and Client indemnifies and holds 3D harmless from any and all such claims of damage by Client or others.

13. **DELIVERY DATES; FORCE MAJEURE.** All delivery, start and completion dates are approximate and 3D shall not be responsible for any damage of any kind resulting from any delay. 3D shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God or terrorists, the elements, labor disputes, accidents, any governmental action, prohibition or regulation, shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the Project, failure of any party or third-party to perform any contract with 3D or Client relative to the Project, or from any other cause whatever beyond 3D's control (collectively, the "Force Majeure Conditions").

14. **MISCELLANEOUS.**

(a) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, legal representatives and permitted assigns.

(b) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of the Client location, without regard to conflict of laws principles. Client and 3D agree that any cause of action that may arise in any way under or due to this Agreement shall be brought and have venue in the County of the Client.

(c) **Notices.** All notices which are required to be given shall be in writing and delivered to the address set forth on the Agreement attached hereto. Any such notice shall be delivered by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon the date hand delivered or three days after mailing.

(d) **Severability.** The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, it shall be construed to make it valid and enforceable by limiting it as to time, subject or geographical scope as required under applicable law.

(e) **No Waiver.** All rights, privileges and remedies afforded 3D shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy.

(f) **Non-Exclusivity.** Client agrees and acknowledges that 3D is performing the Consulting Services hereunder on a non-exclusive basis and 3D is free to contract with any other parties to perform consulting services.

(g) **Entire Agreement.** These General Terms and Conditions and the Agreement attached hereto and any other attachments thereto together constitute the entire final, complete and exclusive understanding and agreement between the Client and 3D regarding the subject matter and supersedes all prior representations, proposals or understandings. The Agreement may be amended, modified or supplemented only in writing as agreed to by the Parties.

Attachment A – Charges for Services

LEGL0220- Nueces County Hospital District

Effective Date: October 1, 2024

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Task Order Scope of Services will be made according to the attached schedule, "Basis of Payment, Consulting Services (Form *24 Rev. 1*)". Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of billing.

Cost of Services:

A cost of services will be provided by Hanson in the Task Order issued for each individual Project.

**2024 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES**

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$124.00
ENGINEER/SCIENTIST II	\$132.00
ENGINEER/SCIENTIST III	\$142.00
ENGINEER/SCIENTIST IV	\$158.00
ENGINEER/SCIENTIST V	\$182.00
ENGINEER/SCIENTIST VI	\$212.00
ENGINEER/SCIENTIST VII	\$247.00
ENGINEER/SCIENTIST VIII	\$280.00
PRINCIPAL	\$325.00

2. **TECHNICAL POSITIONS:**

AIDE	\$65.00
TECHNICIAN I	\$76.00
TECHNICIAN II	\$86.00
TECHNICIAN III	\$96.00
TECHNICIAN IV	\$116.00
TECHNICIAN V	\$132.00
TECHNICIAN VI	\$147.00
TECHNICIAN VII	\$151.00
MANAGER/DESIGNER	\$169.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$75.00
ADMINISTRATIVE II	\$81.00
ADMINISTRATIVE III	\$84.00
ADMINISTRATIVE IV	\$98.00
ADMINISTRATIVE V	\$116.00
ADMINISTRATIVE VI	\$159.00
ADMINISTRATIVE VII	\$199.00

4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
8. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.
9. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
10. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

24 Rev. 1



Hanson Professional Services Inc.
General Conditions (C-S)

**Hanson Agreement: LEGL0220 – Nueces County Agreement Date: October 1, 2024
Hospital District**

Project Name: Master Professional Services Agreement (MPSA)

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific

written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no

longer be valid if the available data or design standards materially change.

CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

6. General Liability Insurance and Limitation:

HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any

government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used, the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

12. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

14. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

15. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall first be submitted to nonbinding mediation.

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the

work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

19. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience

with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

23. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

24. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

25. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

26. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

27. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

29. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

30. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

31. Construction Phase Services without Design: If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Hanson Professional Services Inc.
Master PSA Task Order
LEGL0220-Nueces County Hospital District
Task Order No. 22G0093.01

WHEREAS, Nueces County Hospital District, a political subdivision of the State of Texas located in Corpus Christi, Texas, subsequently referred to as “Client,” and Hanson Professional Services Inc., subsequently referred to as “Hanson,” have previously entered into a Master Professional Services Agreement LEGL0220-Nueces County Hospital District dated October 10, 2024, providing for the assignment of project-specific Scopes of Services,

WHEREAS, the Client wishes to retain Hanson to provide professional services in connection with Additional Survey for HPG subsequently referred to as “Project”, and

WHEREAS, the Scope of Services to be performed by Hanson for the Project is defined below,

NOW, THEREFORE, this TASK ORDER is made this 10th day of October, 2024 to provide the Scope of Services and other terms and conditions as required for completion of the services.

Article I - Scope of Services

The scope of work for this task will include field verifying the location of the existing fence located on the east side of Lot 1, Block 3, Medical Center Subdivision. A signed and sealed exhibit and metes & bounds description will be prepared of the remaining portion of said Lot 1.

Article II - Schedule

Work on this project can begin on October 1, 2024.

Article III - Charges

Charges for professional services performed by Hanson in completing the Scope of Services associated with this Task Order will be made as provided in Master Professional Services Agreement LEGL0220-Nueces County Hospital District effective October 2, 2024.

Article IV - Cost of Services

The total cost to accomplish the Scope of Services for this Project will be \$3,850.00. Hanson agrees not to exceed \$3,850.00 without prior notification to the Client.

Article V - Additional Terms and Conditions

None.

Article VI - Client Contact Person

All verbal or written communications with the Client regarding this Task Order shall be directed to the party or parties listed below:

Nueces County Hospital District
Attention: Jonny F. Hipp, ScD, FACHE, Administrator
555 N. Carancahua Street, Suite 950

**NUECES COUNTY HOSPITAL DISTRICT
ADMINISTRATOR EMPLOYMENT AGREEMENT
October 1, 2022 – September 30, 2026**

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

WITNESSETH:

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

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

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

(a) **Salary.** Considering the level of expertise, education, and experience required of the Administrator by the Board, the adequacy of which is hereby confirmed by the Board, and the Board’s desire to fairly compensate the Administrator for such qualities, the Board has surveyed other similarly-situated hospital districts in the State concerning the salary and benefits paid for positions comparable with that of the Administrator. The Board, acknowledging and considering (i) the Administrator’s performance in carrying out the requirements of prior employment agreements with the District; (ii) the Administrator’s achievement of prior Performance Goals; (iii) the Administrator’s doctoral education, collectively all of which have directly benefited and continue to benefit the taxpayers, District, community, and the region; (iv) the compensation and benefits paid and made available to administrators in similarly-situated hospital districts in the State; (v) the Board’s desire that the Administrator be fairly compensated; (vi) that the greater than ever complexities of healthcare administration, quality, financing, and governmental regulations require the expertise of the Administrator; and (vii) the Board’s desire to achieve consistency, stability and longevity in the Administrator’s position, the Board hereby determines and agrees that the Hospital District shall pay the Administrator a salary amount of two hundred fifty thousand dollars and fourteen cents (\$250,000.14) per twelve-month period during the Term (the “Salary”). The Salary shall be prorated for twenty-six (26) biweekly pay periods during each twelve-month period of the Term and for any partial employment period. The Salary shall be subject to withholding taxes prescribed by applicable statutes and as additionally authorized by Administrator.

(b) **Performance Goal Pay.** The Board desires that in addition to the Hospital District’s primary responsibility of ensuring medical care and hospital care for the indigent residents of the County, that the Administrator promote and continue to develop awareness of the Nueces Aid Program, achieve uneventful financial audit results, maintain modern and efficient healthcare facilities, remove facilities that are beyond their useful life, pursue needed state legislation, prepare a succession plan, divest specified real properties, and pursue other goals that benefit and promote the growth of the Hospital District as determined by the Board. Accordingly, the Board hereby determines and agrees that each calendar quarter during the Term, the District shall, in addition to the Salary above, pay the Administrator a lump sum amount equal to the amount(s) associated with the Administrator’s reasonable achievement of Performance Goal(s) as set forth in Attachment “A” during the previous calendar quarter (the “Goal Achievement Pay”). The Performance Goals set out are subject to annual modification and written approval by both parties. Performance Goals not achieved in any year may be carried over to succeeding years with Board approval. The Goal Achievement Pay shall be subject to withholding taxes prescribed by applicable statutes and as additionally authorized by Administrator. Prior to disbursement of any Goal Achievement Pay, the Administrator shall present to the Board relevant documentation supporting his achievement of the specific Performance Goals being relied upon for that particular year’s Goal Achievement Pay.

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

(a) **Automobile Allowance.** To facilitate performance of Administrator’s duties and achievement of his Performance Goals under this Agreement, the Hospital District agrees to pay the Administrator an allowance of two hundred sixty-five dollars (\$265.00) each biweekly pay period during the Term for his use of his personal automobile. (the “Automobile Allowance”). The Automobile Allowance shall be prorated for any partial employment period.

(b) **Telephone Allowance.** To facilitate performance of Administrator’s duties and achievement of his Performance Goals under this Agreement, the Hospital District agrees to pay the Administrator an allowance of sixty-five dollars (\$65.00) each biweekly pay period during the Term for use of his personal communications device(s) (the “Telephone Allowance”). The Telephone Allowance shall be prorated for any partial employment period.

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

(d) **Individual Retirement Account Contribution.** The Hospital District agrees to annually deposit into an Individual Retirement Account (“IRA”) designated by the Administrator an amount equal to the then IRC current calendar year’s annual contribution limit for IRAs for persons older than age 50 (the “IRA Contribution”). The IRA Contribution shall be made as a lump sum payment and deposited during the first week of December.

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

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

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

(ii) Reasonable reimbursable expenses incurred while outside of Nueces County shall include automobile mileage, airfare, toll charges, overnight accommodations, business meals, personal meals, taxicab and shuttle fares, limousine fares, bus fares, train fares, rental car, parking, office supplies, photocopying expense, overnight letters, telephone calls, facsimiles and any other reasonably incurred business-related expenses;

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

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

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

Following approval by the Board Authorities above, the Hospital District shall reimburse Administrator within five (5) working days.

Reimbursement of Administrator's expenses under Paragraphs 4(e)(ii) and (iii) above shall be limited as follows. The aggregate amount of the Administrator's personal meal expenses shall not exceed seventy-five dollars (\$75.00) per day (excluding tips, which should not exceed fifteen percent [15%] of the bill) and the Administrator is responsible for payment of any personal meal expenses in excess of that limit. To the extent possible, Administrator's airfare expenses should not exceed Coach fare. Administrator's automobile mileage reimbursement shall be based on actual mileage incurred and paid at the Internal Revenue Service standard mileage rate for business miles in effect at the time the mileage was incurred. The Hospital District shall not reimburse Administrator for any expenses not specifically described and permitted above, including alcoholic beverages and entertainment.

(g) **Provision of Indemnification and Cost of Defense.** To the extent allowed by law, and if the Administrator was acting within the course and scope of his employment with the Hospital District, excluding any criminal acts, the District agrees to hold harmless and indemnify Administrator from any and all demands, claims, suits, actions, legal proceedings, and defense arising from the performance of his duties, both past and present, which are or expected to be brought against him, either in his individual capacity, or in his official capacity as agent and employee of the Board and/or Hospital District. However, in no case will any individual Board member or members be considered personally liable for indemnifying Administrator against such demands, claims, suits, actions, legal proceedings, and defense. This provision shall survive termination of this Agreement.

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

5. **Term and Termination.** The Administrator's term of employment shall be for four (4) years beginning October 1, 2022 and ending September 30, 2026 (the "Term"). Except for good cause, or for other than good cause as described below, a majority vote of the entire Board may terminate this Agreement not more than ninety (90) days and not less than sixty (60) days prior to the end of the Term upon written notice of such to the Administrator.

For good cause, or for other than good cause, the Board may terminate this Agreement upon sixty (60) days written notice of such to the Administrator. For purposes of this Agreement, the phrase "for good cause" shall mean: (i) the Administrator willfully breaches or habitually neglects the duties he is required to perform under terms of this Agreement; (ii) the Administrator refuses to obey reasonable Board directives; (iii) the Administrator commits clearly dishonest acts toward the Hospital District; and (iv) the Administrator is formally charged for any crime involving moral turpitude. The phrase "for other than good cause" shall mean: (i) occurrence of circumstances that make it impossible or impracticable for the business of the District to be continued; (ii) the death of the Administrator; (iii) the loss by Administrator of his legal capacity;

(iv) the continued incapacity on the part of the Administrator to perform his duties for a continuous period of ninety (90) days, unless waived by the Board; and (v) the Administrator becomes permanently disabled because of sickness, physical or mental disability, or any other reason, such that it reasonably appears that he will be unable to perform his duties under this Agreement.

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

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

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

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

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

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

agrees the District will provide the Administrator such documentation if needed.

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

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

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

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

11. **Mediation.** In the event of a dispute or disagreement regarding the performance of duties or obligations as set forth in this Agreement, the parties agree that they will participate in mediation, for the purpose of resolving any such disputes or disagreements. Each party shall pay its own legal and other costs relating to the mediation regardless of the outcome of the mediation.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto undertaken this Agreement and executed it as of the 29th day of August 2022.

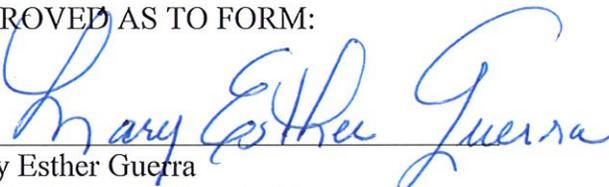
**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**
("Board" and "Hospital District")

By: 
Sylvia Tryon-Oliver, Vice Chairman
Board of Managers

JONNY F. HIPPI
("Administrator")

By: 
Jonny F. Hipp, ScD, FACHE

APPROVED AS TO FORM:


Mary Esther Guerra
Assistant Nueces County Attorney

Attachment "A"

PERFORMANCE GOALS		
Goal	Description	Pay as Percent of Salary
Fiscal Year 2023		
1	Accomplish demolition of Memorial Medical Center.	10%
2	Promote awareness of Nueces Aid Program; create advertising campaign.	5%
3	Pursue state legislative objectives.	5%
4	Prepare succession plan.	5%
5	Secure space for Administrative Offices; negotiate new lease.	3%
6	Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2023.	2%
Fiscal Year 2024		
7	Expand/remodel/refurbish Dr. Hector P. Garcia Memorial Family Health Center.	10%
8	Continue expanding awareness of Nueces Aid Program; continue advertising campaign.	5%
9	Assess effectiveness of Hospital District-funded mental health programs.	5%
10	Conduct employee wage survey.	2%
11	Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2024.	2%
Fiscal Year 2025		
12	Expand/remodel/refurbish Westside Family Health Center.	10%
13	Continue expanding awareness of Nueces Aid Program; continue advertising campaign.	5%
14	Pursue state legislative objectives.	5%
15	Assess need for additional mental health infrastructure.	4%
16	Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2025.	2%
Fiscal Year 2026		
17	Expand/remodel/refurbish Robstown Family Health Center.	10%
18	Continue expanding awareness of Nueces Aid Program; continue advertising campaign.	4%
19	Achieve uneventful financial audit results and no significant management letter-related comments for fiscal year ending September 30, 2026.	2%
During Any Fiscal Year		
20	Accomplish sale of Memorial Medical Center property.	10%
21	Accomplish sale of non-Memorial Medical Center property.	10%

APPROVED: & ACCEPTED


 NAME: _____
 TITLE: CHAIRPERSON
 DATE: 8/29/22

APPROVED: & ACCEPTED


 BY: _____
 NAME: JONNY F. HIPPI
 TITLE: _____
 DATE: 8/29/22

EMPLOYMENT AGREEMENT AMENDMENT NO. 1

NUECES COUNTY HOSPITAL DISTRICT
ADMINISTRATOR EMPLOYMENT AGREEMENT
(October 01, 2022 – September 30, 2026)

WHEREAS, the Nueces County Hospital District, by and through its Board of Managers (the “Board”) and Jonny F. Hipp, who was the person appointed by the Board as the Administrator (the “Administrator”) of the Nueces County Hospital District entered into an Employment Agreement (the “Agreement”) on August 29, 2022 employing Administrator as the District’s Administrator and Chief Executive Officer.

WHEREAS, the term of the parties Agreement is for four years, beginning on October 01, 2022 and ending on September 30, 2026.

WHEREAS, on March 07, 2023, the Administrator’s salary was adjusted by action of the Board and where although Administrator received payment accordingly, the Board’s action was not reflected by amendment to the Agreement.

WHEREAS, the parties now want to issue an Amendment to the Agreement to reflect the action taken by the Board on March 07, 2023.

NOW THEREFORE, Nueces County Hospital District and Jonny F. Hipp do hereby mutually agree to the following amendment to the Agreement:

1. To strike Section 3(a) (vii) in the original Agreement stating the amount of the Administrator’s salary for a twelve-month period and replace it with the following:

(vii) the Board’s desire to achieve consistency, stability and longevity in the Administrator’s position, the Board hereby determines and agrees that for the remainder of the Term of the Agreement, beginning on March 07, 2023, the Hospital District shall pay the Administrator a salary amount of two hundred seventy five thousand dollars (\$275,000.00) per twelve-month period during the Term (the “Salary”). The Salary shall be prorated for twenty-six (26) biweekly pay periods during each twelve-month period of the Term for any partial employment period. The Salary shall be subject to withholding taxes prescribed by applicable statutes and as additionally authorized by Administrator.

2. All other provisions of original contract shall remain the same.



IN WITNESS WHEREOF, the parties have hereto undertaken this Amendment and executed it as of the 8th day of March, 2023.

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS**

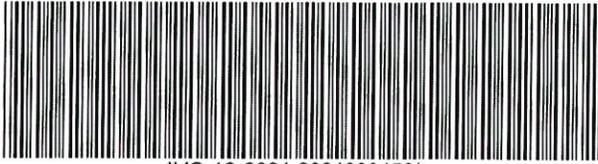
By: John Valls
Board Chairman or Vice-Chairman

DATE: 3/08/23

JONNY F. HIPPI

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

DATE: 03/08/2023



VG-12-2024-2024000459

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2024000459

Public Notice

PUBLIC NOTICES

Recorded On: October 18, 2024 09:36 AM

Number of Pages: 9

" 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: 2024000459
Receipt Number: 20241018000033
Recorded Date/Time: October 18, 2024 09:36 AM
User: Lisa C
Station: CLERK02

Record and Return To:

HOSPITAL DISTRICT



Kara Sands

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

Main: (361)888-0580

Receipt: 20241018000033

Date: 10/18/2024

Time: 09:36AM

By: Lisa C

Station: CLERK02

Status: ORIGINAL 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	2024000459	9	\$0.00	
				Order Total	(1)	\$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

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

OCT 18 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, October 22, 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, October 22, 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 Regular Meeting minutes of September 24, 2024.

B. Receive listing of new vendors as of October 18, 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, and supplies at/for the 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.

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 fiscal year-to-date period-ended September 30, 2024.

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.

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 September 30, 2024.

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.

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).

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

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

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. **Legislative Committee:**

1. Discuss and consider amending the 89th Texas Legislative Session Agenda. (*ACTION*)

B. **Marketing Initiatives:**

1. Discuss and consider approving a scope of work agreement with MDR Advertising relating to the development of Hospital District marketing initiatives and campaigns, and authorize Administrator to execute the agreement, subject to legal review. (*ACTION*)

C. **Nueces Aid Program Enrollment Promotion:**

1. Discuss and consider Enrollment Promotion Services Agreement with the Dr. H. Boyd Hall Community Foundation for the purpose of providing services that promote awareness of and enrollment in the medical aid and hospital care program operated by the Hospital District for indigent and needy residents of the County, and authorize Administrator to execute Agreement. (*ACTION*)

D. **Physician Needs Assessment:**

1. Discuss and consider approving a Consulting Agreement with 3Dhealth for a comprehensive Nueces County physician needs assessment and patient access analysis, and authorize Administrator to execute the Agreement, subject to legal review. (*ACTION*)

E. **Engineering/Surveying Services:**

1. Discuss and consider approving a Master Professional Services Agreement and related Task Order with Hanson Professional Services Inc. for additional survey work on the Memorial Hospital and Dr. Hector P. Garcia Memorial Family Health Center campuses; and authorize Administrator to execute both documents, subject to legal review. (*ACTION*)

F. **Board of Managers Business:**

1. Discuss and consider combining the scheduled November and December 2024 Board of Managers and Committee meetings into single individual meetings to be held at their normally scheduled times on December 10, 2024, or another date. (*ACTION*)

G. Administrator's Briefing:

1. Pending and other Hospital District 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, November 19, 2024, 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, November 19, 2024, 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, November 19, 2024, 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.

A. Consult with attorneys on matters relating to the Escrow Amendment Conditions Letter Agreement with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

B. Consult with attorneys on matters relating to Texas Attorney General Opinion No. KP-0474, and related matters, pursuant to §551.071.

C. Deliberate the Administrator's performance evaluation and related matters, pursuant to §551.074.

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. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Discuss and consider amending the Administrator's employment agreement.
(ACTION)

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

10. **ADJOURN**

11. Public Notice Posting Receipt.